Cases Reported this Week.

In the Solicitors' Journal.

In the Weekly Reporter.

VOL. XXXIV., No. 16.

The Solicitors' Journal and Reporter.

LONDON, FEBRUARY 15, 1890.

CURRENT TOPICS.

THE QUEEN'S SPEECH describes the Land Transfer Bill as "a Bill for facilitating and cheapening the transfer of land in England," in place of the time-honoured phrase, "proposals for cheapening the transfer of land." We do not know that much importance is to be attached to the wording of this document, but it is to be observed that one Bill only is mentioned. The only other Bill of special interest to the profession referred to is one "for improving the procedure in winding up insolvent companies under the Limited Liability Acts."

IF THERE ARE delays in the courts of the Chancery Division, the Court of Appeal in some measure makes up for the defect by the assiduity with which it keeps abreast of its work. On Friday last there were in the cause book of Court of Appeal No. 2 only eleven appeals, besides those in that day's paper. Of these eleven, only five were available for Saturday, and the remainder could only be heard after that day. This being so, the list appears likely to be disposed of well before the end of the month. There are only twenty-five appeals remaining before Court of Appeal No. 1.

THE APPOINTMENT of Mr. ROLAND VAUGHAN WILLIAMS, Q.C., to the vacant judgeship of the High Court was, of course, generally anticipated: a man is not made a Queen's Counsel for the purpose of being appointed a commissioner of assize unless he is destined for the bench. We believe that the appointment is a very good one. Mr. WILLIAMS has ability, experience, and sound knowledge of law; and he is in the prime of life. A somewhat lengthened observation has taught us the absurdity of predicting that any advocate will make a distinguished judge, but we have good hope that Mr. WILLIAMS, if not perhaps very rapid in the despatch of business, will afford an example of the old-fashioned Queen's Bench judge—the learned, careful, and sagacious men who sat in the common law courts before the High Court bench was made a sort of waiting room for the Court of Appeal.

GROUNDLESS COMPLAINTS are occasionally made against officials of the court in such a specific way as to arrest the attention of the judge and to cause him to investigate the matter. Such a complaint was made before Mr. Justice KAY last week, to the effect that delay had taken place in the registrar's office in the drawing up of an order. On taking his seat on Monday last, the learned judge addressed the counsel who had made the complaint, and read out to him the dates on which the papers were carried in and the order passed and entered, together with dates of the intermediate steps; shewing that from the day on which the order was pronounced to the day on which it was completed there were eleven days, including two Sundays, and that on three occasions there were two consecutive days, or six days in all, on which the papers might have been called for, but were left lying in the office. The learned judge expressed, in rather strong terms, his hope that

when such a complaint was made again, it should be made with more justice.

It is not probable that the Committee of the Incorporated Law Society, appointed last week to confer with the Bar Committee, will recommend, as suggested by our correspondent of last week, that the courts should sit from 10 until 5 o'clock, instead of 10.30 until 4. Nor, should they make such a recommendation, is it likely to be carried into effect. Every member of that committee will bear in mind the necessity for making preparations before going into court in the morning, and the importance of having a sufficient interval before post time for attending consultations and writing letters. Whatever may be the views on this subject of a few individual members, either barristers or solicitors, no general complaint is heard that the hour of 10.30 is too late for sitting, or that the hour of 4 is too early for rising. The judges, for their part, although most of them would be willing to devote more time to their duties in court, would be impressed with the considerations influencing the professional gentlemen who are to appear before them. Should the idea of increasing the daily period for the sitting of the courts be abandoned as impracticable or unadvisable, there will be left two alternatives from which to choose. The one is the appointment of an extra judge, involving a raid on the Treasury; and the other is the further curtailing of the Long Vacation, involving a raid on the holiday which lawyers have so long enjoyed. It requires but little discernment to see which of these two alternatives would be adopted by the authorities.

The right of a party to an action pending in a county court, and not being "of the nature of the causes or matters assigned to the Chancery Division of the High Court of Justice," to require a jury to be summoned to try the action, was upheld by the Queen's Bench Division in the recent case of *Metcalf* v. *Birtle*. The action in question was by a landlord against his tenant to recover £20 damages for breach of a repairing covenant. The defendant, being anxious to have the case tried by a jury, gave notice of demand five clear days before the return day, as prescribed by ord. 22, r. 1, of the County Court Rules, 1889. When, however, the case came on for hearing in the Leyburn County Court of Yorkshire, the judge intimated that, in his opinion, the case could be better tried without a jury, and that, in exercise of his discretion, he should adopt this mode of trial. The case was accordingly heard by the judge alone, the defendant however protesting, and judgment for the plaintiff for the amount claimed was given. At the defendant's instance, a prohibition was applied for to prevent the judgment from being enforced, upon the ground that the county court judge had, under the circumstances, no jurisdiction to try the case without a jury. Ultimately the plaintiff consented to an order being made by the Divisional Court (Fry, L.J., and Mathew, J.) setting aside the judgment of the county court judge, and granting a new trial, it being admitted by counsel for the plaintiff that the defendant's right to a jury was absolute, and that there was no judicial discretion to disregard it. Having regard to the terms of the provisions governing the right to a trial by jury in a county court action, and which are contained in section 101 of the County Courts Act, 1888, and in rule 3 of the County Court Rules, 1889, it is certainly impossible to justify the course pursued by the county court judge in the case under consideration. It is only in actions *under* £5, and in *equity* actions or matters, that a county court judge is invested with a discretion to refuse to allow a case to be tried by a jury. Whether this discretion might not with advantage be extended to other cases is well worthy of consideration, though it would be somewhat hazardous to express any decided opinion upon the question.

Mr. Snow, the editor of the Annual Practice, has addressed to the President and Council of the Judges of the Supreme Court some valuable observations on the present condition of the Judicature Acts and the Rules of the Supreme Court. He points out that about one-fifth of the sections of the Judicature Act, 1873, have been repealed, altered, or suspended; that about thirty-five sections of the Judicature Act, 1875, have been amended or repealed, wholly or in part; and that about ten of the twenty-five sections of the Appellate Jurisdiction Act, 1876, have been similarly dealt with. The mode in which some of these alterations have been made causes obscurity and confusion, as to which Mr. Snow instances section 17 of the Appellate Jurisdiction Act, 1876, as amended by the Statute Law Revision Act, 1883. He suggests that the statutes should be consolidated; the provisions relating to the constitution of the various courts and to their officers being grouped in one Act, and those relating to the jurisdiction of the courts and the law to be administered by them being grouped in another Act. Not less necessary, Mr. Snow suggests, is a revision of the rules, on which, and on the principles intended to be worked out by them, he says about 4,000 judicial decisions have been given. The forms appended to the rules, again, are insufficient in number, in many cases inaccurate, and a large number are obsolete. Mr. Snow submits that the appendix of forms should be complete in itself, and should contain every kind of form to which the rules refer or which are in general daily use in the Supreme Court or in chambers. He urges the necessity for a periodical revision of the rules and forms, preceded in every case by a continuous and systematic preparation for revision by careful noting of all obscure, ambiguous, contradictory, and redundant expressions or provisions, and by seeking suggestions from the officials of the Central Office, the Bar Committee, and the law societies; the results of the materials thus collected to be reported to the Council of Judges or the Rule Committee. We hope that the suggestions will receive attention. When the rules of court were last codified, nearly seven years ago, thirty-one sets of rules were embodied. The undertaking proposed by Mr. Snow will be a much lighter one, and need involve no great outlay. The chief point is, we think, that new provisions should only be introduced when shewn to be absolutely essential. New rules have to be interpreted at the cost of the suitors. If the aggregate costs of obtaining the 4,000 decisions on the present rules are estimated, it will be seen what a price has to be paid for alterations.

By the unexpected step taken by Miss Cobden and Miss Cons on Tuesday last, the question of the right of women to sit upon county councils has assumed a new stage, and some fresh points of considerable nicety await the determination of the courts should anyone think it worth his while to raise them there. Reliance is placed by these ladies on section 73 of the Municipal Corporations Act, 1882, which is incorporated in the Local Government Act, 1888, and by which it is provided that every "election not called in question within twelve months after the election, either by election petition or by information in the nature of a *quo warranto*, shall be deemed to have been to all intents a good and valid election." This seems sufficiently comprehensive in its terms, and, accordingly, the requisite year having elapsed, the elections of Miss Cobden and Miss Cons would seem to be now good and valid. It is, of course, possible that judges who have insisted on the common law disqualification of women to be elected, and have determined that nothing but express legislation will take this away, might extend the same considerations to the above provision, but against this it must be noted that the section makes no allusion to the grounds on which the election might have been called in question, and there is, therefore, nothing to exclude its application to women. A more difficult point seems to be raised by the penalty imposed by section 41 of the Municipal Corporations Act, 1882, on unqualified persons. By that it is enacted that "if any person acts in a corporate office without having made the declaration by this Act required, or without being qualified at the time of making the declaration . . . he shall for each offence be liable to a fine not exceeding fifty pounds recoverable by action." It may very reasonably be contended that section 73, which allows lapse of time to make the election valid, also removes for the time being any disqualification in the person elected which might have been a ground for avoiding the election, and consequently takes away also the penalty incident to it. Upon this view the penalty could only be recovered during the twelve months during which the election could be called in question, Such an interpretation, however, though it appears to be supported by the words "to all intents" in section 73, is merely a matter of inference, and is opposed to the express words of section 41. Further points would have arisen as to liability to penalties had either lady tendered her resignation, and these would have in-

volved the construction of sections 34 and 35 in relation to non-acceptance or resignation of office, and the effect of section 73 upon them. It is by no means clear that this would be the same as on section 41, and a person might, as Miss COBDEN was advised, be liable both for sitting and for resigning. The whole matter, however, is obviously more fit for the interference of the Legislature than for an appeal to the courts, and in that direction the only satisfactory solution of the question is to be looked for.

THE DECISIONS upon the question, what is a sufficiently specific description to satisfy section 4 of the Bills of Sale Act, 1882, increase in number and, perhaps we may not unfairly add, in contradictoriness. At any rate, if not absolutely contradictory, it is very difficult to draw from them any sound working principle. In *Cooper* v. *Huggins* (*ante*, p. 96), recently, a description of pictures as "twelve oil paintings in gilt frames" was allowed to be sufficient, the pictures being in a particular room, although in *Witt* v. *Banner* (20 Q. B. D. 114) a similar description of a larger number of pictures, all in a particular house, was decided to be bad. In the latter case, indeed, the owner was a picture dealer, and, therefore, there would be more probability of the pictures being removed and others substituted. But this is mere probability, and the same thing might equally well occur in a private house. Again, it was decided last year in *Carpenter* v. *Deen* (23 Q. B. D. 566) that a description of cattle as "twenty-one milch cows," either on a particular farm or at certain stables, was bad. The description did not say that they were the whole stock of the grantor, though this might not unreasonably be inferred; but now, in *Jones* v. *Roberts* (reported elsewhere), an exactly similar description, by enumeration simply, of horses and cows upon a farm has been held to be good. It is true that in this case the schedule purported to describe all the stock of the grantor, thus stating expressly what was only to be inferred or proved by actual evidence in the previous case. But, inasmuch as a description of twenty cows upon a farm, when there are really 100 there, would obviously be insufficient, it is not easy to see why evidence should not be allowed that the number specified does, in fact, include the whole. At any rate, the distinction between the two cases is a very fine one to be drawn by judges who insist so much that they only look for such a description as business men would give. The man who is allowed to have acted in a sufficiently business-like way in giving the description in *Jones* v. *Roberts* could hardly be said to have done the opposite had he been unfortunate enough to fill in the schedule in *Carpenter* v. *Deen*. It may be noted that both the recent decisions, *Cooper* v. *Huggins* and *Jones* v. *Roberts*, have been given by FRY, L.J., and MATHEW, J., sitting as a divisional court, and though the former learned judge professes not to have abandoned the ground he took up in *Carpenter* v. *Deen*, the cases seem to shew a tendency to lay hold of slight grounds for the purpose of avoiding the effect of the previous decision of the Court of Appeal.

A CORRESPONDENT, in a letter which we printed last week (*ante*, p. 227), asks whether, where a lease contains a proviso in the form in Prideaux's Precedents for suspension of the rent in case of fire, and a fire actually happens, the proviso has any further effect than to *suspend*, but not to finally destroy, the lessee's liability to pay the rent accruing while the house is uninhabitable from the fire and until it is rebuilt. The form in Prideaux (vol. 2, p. 64) provides that, in the event of the destruction by fire of the demised premises, or any part thereof, "then and in such case the payment of the rent hereby reserved, or a proportionate part thereof, according to the extent of the damage incurred, shall be suspended until the said messuage and premises shall have been reinstated and again rendered fit for habitation." It is, of course, possible to say that the term "suspend" only puts off the liability for payment of the rent, but such a construction would be opposed both to the obvious intention of the parties and to the well-established use of the word in the books and in the cases. Thus in Coke upon Litt., 148 b, a distinction is drawn between the suspension, or extinguishment, of rent and its apportionment. So in *Morrison* v. *Chadwick* (7 C. B., at p. 283) the term is obviously used in the sense of temporary extinguishment, and the same will be found to be the case in Williams's Saunders, I. 208 a (2). Even apart from technical use, it may be surmised that the courts would be very unlikely to give any narrower construction to the term. They require, indeed, that the tenant shall, if he wishes to escape liability, contract himself out of it; but if he appears to have intended to do so, they would hardly be anxious to construe his contract in a doubtful case against him. There seems, however, to be no doubt possible under the forms given in DAVIDSON and KEY and ELPHINSTONE. The former provides (vol. v., pt. i., p. 200) that in the case in question the rent "shall be suspended, and the lessee, his executors, administrators, or assigns, *shall not be liable to pay* the same during such time as the said messuage or dwelling-house shall remain unfit for habitation"; the latter (i. 645) uses the words "shall be suspended and *cease to be payable*." Both these expressly destroy the liability.

IN THE CASE OF *Pryce* v. *Hole* a question was raised as to the right of the plaintiff to sue a public body without giving the usual twenty-one days' notice where he joined a claim for an injunction to the other relief asked for. We commented recently (*ante*, p. 24) on the anomalous state of things under which an action for an injunction can be brought without notice, and damages obtained either in addition to or in substitution for the injunction, although the action would have failed for want of notice had damages only been claimed. Possibly, as we then pointed out, it is only prospective damages which can thus be given, damages, that is, which are really meant to give relief equivalent in its future effect to the injunction; and of this opinion seems to have been BOWEN, L.J., in *Chapman, Morsons, & Co.* v. *Guardians of Auckland Union* (23 Q. B. D. 294). It is, however, clearly necessary that the action should be in its inception *bonâ fide* an action for an injunction, and that a claim for this should not merely be added as ancillary to the chief relief sought. In *Pryce* v. *Hole* the action was originally for trespass only, and the claim for an injunction appears to have been added when it was found that the action in that form was not sustainable for want of notice. This was an attempt to make use of the anomalous position of actions for injunction, which naturally failed. The decision, however, leaves untouched the question whether, in a *bonâ fide* action for an injunction, brought without notice, damages for past injury can be obtained.

RECENT CASES ON REGISTRATION LAW.

THE points which came before the court on appeal from the revising barristers this year were not very numerous or complicated, but they are not without importance.

With regard to the decision in *Gifford* v. *Overseers of St. Luke's, Chelsea* (24 Q. B. D. 141), we must confess that, apart from authority, we should have doubted whether the construction put upon the enactment there in question was correct. The case was as follows. By section 17 of the old Registration Act, 6 Vict. c. 18, one mode of serving a notice of objection on a person objected to in a borough is by causing it "to be left at the place of abode of the person objected to as stated in the said list." In the case before the court, the objector caused the notice to be placed in the letter-box at the house stated in the list to be the place of abode of the voter objected to. It appeared that the voter had not resided there for two years past, and it was contended on his behalf that the service was insufficient, on the ground that the place where the notice was left was not his place of abode. The court apparently thought the case concluded by the previous decision in *Allen* v. *Greensill* (4 C. B. 100), and held the service insufficient, on the authority of that case, and without much discussion of the language of the section. We must admit that it is somewhat difficult to maintain that the reasons given by the court in *Allen* v. *Greensill* do not apply to the case we are discussing. But the facts of the two cases were not precisely on all fours, and we cannot help feeling some regret that the court treated the point in such a summary manner as being absolutely concluded by authority, and did not discuss rather more fully the language of the enactment. In *Allen* v. *Greensill* the description in the second column of the list, that which gives the place of abode, was not really the description of a house at all; it was "Lower Milton," the name of a district or place apparently. The person objected to did not

reside in Lower Milton, but had a wharf and place of business there. It was not a question there of leaving the notice at a dwelling-house, which had been, and was stated in the list to be, the voter's place of abode, but had ceased to be so. In all probability the objector in *Allen* v. *Greensill* could not have thought that he was leaving the notice at the voter's place of abode. And it is worthy of remark that in Rogers on Elections the case is treated as only establishing the proposition that service at a mere place of business, not a dwelling-house, is not sufficient. There have been cases, we think, in which a court has distinguished a decision, which it did not wish to follow, on slighter distinctions than those which existed in the present case.

On the general question of the construction of the statute, apart from authority, with all respect to the courts who gave those decisions, we cannot help thinking that the result of their decision is practically to strike out of the section the words "as stated in the said list." We may be wrong, but it seems to us that there is a difference between the effect of "place of abode" and "place of abode as stated in the list" according to the ordinary meaning of the words in the English language; and that, in connection with the words "left at," the only possible meaning of the latter expression, as distinguished from the former, is that it may include something which is not the real place of abode, but is stated to be so in the list. It seems to us that the meaning of "left at the place of abode as stated in the list" must be the same as that of "left at the place of abode stated in the list." We do not think, however, that the case will prove to be one of very great importance so far as this particular mode of service is concerned, because we should think that, as a general rule, in large boroughs, service through the post, under the provisions of section 100 of 6 Vict. c. 18, was the method of service most frequently adopted. That section, in effect, provides for service by letter "directed to his place of abode as described in the list," and makes production of a duplicate, stamped by the postmaster, evidence of service on the voter there. If the decision which we are discussing is to be regarded as applicable to service under that section (which, however, we do not think to be the case), it will be a very serious thing, and we should be disposed to think that legislative interference would then become speedily necessary. Practically speaking, it would in many cases be impossible for a registration agent to satisfy himself of the correctness of the address stated in the list before sending out his notice of objection; and it would often be difficult to prove that the voter really lived at that address where the notice was served, the *onus* of doing which would seemingly rest on the objector, if it must be the real place of abode. In a large borough, with thousands of the poorest householders frequently shifting their abodes at short intervals, it would often be impossible for the agent to find out the addresses of persons if they have ceased to live where stated in the list when the time for giving notice of objection comes; it is very frequently difficult to identify the person intended; and the agent would, in many cases, in the event of his addressing the letter to another address than that given in the list, have extreme difficulty in proving that the voter lived there by legal evidence. Again, with regard to ownership voters in counties, the place of abode is often at a distant place, and the objector could not in many cases find out whether the voter lived there, and, if not, where he lived. We do not believe that any system is practically workable except one which admits in some way of service at the place of abode mentioned in the list as a sufficient service of notices of objection. Of course it will suggest itself at once to many who are perhaps not very well acquainted with the practical exigencies of registration, that it is a great hardship that a man should be ever taken off the list without notice, just as it would be a hardship to have a judgment against one without service of the writ. We will endeavour to shew presently that the cases of hardship would not be so numerous as might be supposed, and that there are grave evils *per contrà* in the way of leaving voters on the list who are not qualified, and, in some cases it may be, practically non-existent for the purposes of voting. The words of the 100th section of 6 Vict. c. 18 seem to us to point very strongly to the conclusion that service by letter directed to the place of abode as described in the list under that section, is in all cases sufficient.

Expressions were used by the court in *Allen* v. *Greensill* which strongly tend to shew that they did not think that the principle of construction on which they were deciding would be applicable to service through the post under section 100, though we must confess we feel some difficulty in seeing why, in reason, service at a place stated to be the place of abode, but which is not really so, should be sufficient if made through the post, but insufficient under section 17. But, in the case we are discussing, Lord COLERIDGE, C.J., used expressions which may, we fear, be quoted hereafter as meaning more than may have really been in his mind. He says: "The objector has a choice of three modes of service. The first is personal service: this is not always easy, and the statute does not make it obligatory. The second is service by post: this throws the responsibility for the delivery of the notice on the Post Office, and, *if it is returned to him, the objector knows that he has not succeeded in serving it.* The third is service by leaving the notice at the place of abode of the voter as described in the list: the object of this mode of service is, equally with the other modes, to bring the objection to the knowledge of the voter." The words we have italicized seem to us hardly consistent with what goes before. They appear to indicate an idea that the service is insufficient if the notice is returned through the post, and the objector would have to serve the notice again. Anyone who knows the practical exigencies of registration work, and how short a time is available for the various steps of the process, would know that in general it would be too late to serve again a notice returned through the post. With regard to any supposed hardship to the voter, it should be borne in mind that, in the vast majority of cases, the qualification in the third and fourth columns is a dwelling-house identical with that mentioned in the second column, and where the voter has left such house before the expiration of the qualifying period, he is *ex hypothesi* not entitled to the vote, and no hardship could arise because the notice did not reach him. Again, in the case of an ownership voter, as he has not taken the trouble to get his address corrected on the register before a change of abode, if the notice of objection does not find him, it is his own fault. The cases in which some appreciable amount of hardship might arise would be where inhabitant householders have changed their place of abode after the expiration of the qualifying year; but even with regard to those cases it must be remembered that in many cases the postal authorities would find the party at his new place of abode, and that the list of persons objected to is published on every church and chapel door in the borough, and the registration agent on their own side often, we should suppose, finds out such persons as have been objected to and takes care that they are not wrongfully disfranchised, though the notice may not have reached them. In many cases of a change of residence after the expiration of the qualifying period the man has gone away from the place altogether, and although he may technically be entitled to a vote, he is, in most cases, not really likely to return to exercise his right. On the other hand, if an objection must always fail unless it can be shewn that the voter really lived at the address where the notice was served, the result would be that a number of persons not really qualified, and in some cases not capable of being traced, might remain on the list; and it is always alleged by agents to be very undesirable to leave on the register voters who are practically non-existent, on account of the possibilities of personation which it gives rise to.

The other decisions were of points which, though important, really admitted of little doubt. The case of *Ainsley* v. *Nicholson* (24 Q. B. D. 144) decides that the declaration which forms part of the same document as the lodger's claim, is part of it for the purpose of amendment, and therefore omissions and mistakes in it may be amended by the revising barrister—a decision which is certainly good sense and in accordance with the obvious intention of the Legislature. A decision to the contrary would, we think, have been very mischievous.

In *Nicholson* v. *Yeoman* (24 Q. B. D. 145) it was decided that, where a man occupied a dwelling-house by virtue of service for part of the qualifying period, and another dwelling-house as an ordinary tenant during the residue, he was qualified for the parliamentary household franchise. On the words of the statute there could be no doubt as to this. The opposite notion clearly arose from the fallacious idea that has been encouraged by the use of the term "service franchise"—viz., that such franchise is a franchise altogether distinct from the ordinary occupation franchise depending on service, whereas the only effect of the Act is to make the servant's occupation that of a tenant for the purposes of the parliamentary occupation franchise.

The decision in *Marsh* v. *Estcourt* (24 Q. B. D. 147, *ante*, p. 80) will be of considerable use in correcting a common misconception, though the point was really very clear. It is often erroneously supposed that occupation by a servant is necessarily occupation by virtue of service. This is clearly a mistake, as the decision shows. The test is whether the occupation is necessary and essential for the purposes of the service. It is often convenient for employers who have cottages to allow their workpeople or labourers to reside in them, making a deduction from what would otherwise be the amount of their wages by way of rent, but when such occupation is only for the purpose of residence, and is not connected with the services to be performed, it is not occupation by virtue of service, but as an ordinary tenant.

THE PRESUMPTION OF DEATH.

I.

It is a rule not only of law, but of common sense, that where a state of things is once proved to exist, it shall be considered to continue to exist unless proof to the contrary is given. There is, however, an exception to this rule. It may happen that the state of things must necessarily change within a period which can be ascertained either absolutely or within certain limits. In cases of this nature, after the lapse of a certain period, it is impossible that the pre-existing state of things can exist; there is, however, a period of greater or less duration during which it is uncertain whether it exists, and it is sometimes a question of some nicety whether the burden of proof that it exists at a given time falls upon the person who asserts or denies it.

Cases in which the question in dispute is whether a person, once shewn to be alive, is still living, afford good examples of the rule and of the exception. If you knew that a healthy man aged thirty was alive yesterday, you would reasonably infer that he is alive to-day; but if you saw a man aged eighty in bad health fifty years ago you would presume that he was dead. The force of this presumption increases rapidly with the lapse of time, and at length becomes irresistible; after the lapse of time it depends upon three things—viz., (1) the probability that if he was living you would hear of him; it is probable that you would from time to time hear of a brother with whom you were on good terms, it is highly improbable that you would hear anything of a person of whose name you are ignorant and whom you once met by accident in a crowded street in London; (2) the nature of his occupation: the presumption in favour of life would be greater in favour of a lawyer than a sailor; (3) what he was about to do, or his state of health, when you last heard of him: the presumption in favour of life would be greater in the case of a soldier quartered in England than that of a soldier ordered on active service.

Person once shewn to be alive.—In accordance with the above rule, if it is once shewn that a person is alive, the burden of proof of his death lies on the person asserting it (*Wilson* v. *Hodges*, 2 East, 312; *Throgmorton* v. *Walton*, 2 Roll. Rep. 461), except in some few cases, not easy to classify, where the interest claimed by the plaintiff depends upon the duration of the life in question.

Production of cestui que vie.—Provisions are contained in 6 Anne, c. 18, enabling a person entitled to "any remainder, reversion, or expectancy after the death of any person," upon affidavit made in chancery that he has cause to believe that such person is dead, and that his death is concealed, to apply to the court for an order for the production of such person, and that, in default of production, he may enter on the lands as if the person were actually dead. Orders have been made under this Act for the production of a person on whose life a lease was held (*Ex parte St. Aubyn*, 2 Cox, 373; *Re Jingen*, 12 Sim. 104; *Re Clossey*, 2 Sm. & G. 46); of a woman entitled for ninety-nine years if she should so long live, with remainder to trustees to preserve, with remainder to the heirs of her body, on an affidavit that the woman, who had left her husband some years before the application, was not then pregnant (*Ex parte Grant*, 6 Ves. 511); of a tenant for life who had assigned his estate (*Re Dennis*, 7 Jur. N. S. 230; *Re Owen*, 10 Ch. D. 166); and of a person entitled in fee simple, subject to an executory devise over in case of his death without leaving issue (*Re Pople*, 40 Ch. D. 589). It has been held, on the construction of the Act, that it is not necessary that the affidavit should allege that the death was actually concealed by the person in possession, and that, where an application is made to the person in possession in respect of the life estate by the remainderman for the production of the *cestui que vie*, and the person in possession does not produce him, the remainderman is entitled to an order for his production (*Re Owen*, 10 Ch. D. 166). The forms of orders will be found in 2 Seton on Decrees, 1278, *et seq.*

Contingent remainders.—Where there is a limitation to A. for a term of years, *if he shall so long live*, with remainder after the death of A. to B. in fee, the remainder appears to be contingent, owing to the possibility that A. may outlive the term (see this discussed, Fearne, Con. Rem., 21). It is, however, obvious that the term may be so long that it is impossible to suppose that the *cestui que vie* will outlive it. Suppose, for example, that the limitation was "to A. for 1,000 years, if he shall so long live, with remainder after his death to the use of B. in fee," it is certain that A. will die within the term, and the remainder is not contingent. The cases shew that where the term is for eighty years (*Lord Derby's case*, cited *Napper* v. *Sanders*, Hut. 118, cited also *Keeble's case*, Litt. 370, where the term is stated, probably by a misprint, to be for eighty-nine years), the court will presume that the *cestui que vie* will not outlive it, so that the remainder is vested, and does not require an estate of freehold to support it; but that, on the other hand, no such presumption exists where the term is only sixty years (*Beverley* v. *Beverley*, 2 Vern. 131), and that in this case the remainder is contingent, and is void as not being supported by an estate of freehold. It should, perhaps, be remarked that the invalidity of a remainder of this nature is not cured by 40 & 41 Vict. c. 33, which only applies to remainders which in their creation are properly supported.

It should be observed that in *Beverley* v. *Beverley* it was argued that, as the *cestui que vie* was upwards of forty years of age at the date of the suit, it was highly improbable that he would outlive the term, but this argument was not accepted. It appears to follow that the remainder will be accounted vested if the term is for eighty years at least, and contingent if it does not exceed sixty years, without having regard to the actual age of the *cestui que vie;* but it is not possible to state what decision would be given if the term exceeded sixty, and was less than eighty, years.

Adult presumed to be dead after seventy years.—The question as to after what length of time a person will be presumed to be dead, sometimes occurs in questions as to the admissibility of evidence. A copy of a marriage register, signed with the name of a person who was curate of the parish eighty years before the trial, was admitted without any proof of his death: *Doe d Jenkins* v. *Davies* (10 Q. B. 314); the book of a tithe collector, written seventy-four years before the trial, was admitted without evidence that inquiries had been made for him: *Jones* v. *Waller* (3 Gwill. 847, cited 1 Pri. 229); on the other hand, a receipt more than fifty years old, offered to prove a money payment in lieu of tithes, was held not to be admissible without proof of the death of the person who gave it: *Manby* v. *Curtis* (1 Pri. 225); and a deposition made sixty years before the trial was not allowed to be read in the absence of evidence that inquiries had been made for the person who made it: *Benson* v. *Olive* (2 Stra. 920). It will be observed that in each of these cases the person whose death was presumed owing to lapse of time must have been an adult at the time when he was last heard of. The result appears to be that, except in cases falling under the head discussed in the next paragraph, there is no presumption as to death of an adult till about seventy years or more have elapsed.

Absence from home for seven years without having been heard of.—The presumption that a man remains alive may be rebutted by his continuous absence from home for seven years without having been heard of—in other words, where this is proved to be the case, a person who alleges that he is alive after the expiration of the seven years must prove it: see *per* Lord Ellenborough, C.J., *Doe* v. *Jesson* (6 East, at p. 85). In some cases it has even been presumed that he died without issue: *Rowe* v. *Hasland* (1 W. Bl. 404) *Doe* v. *Wolley* (8 B. & C. 22), *Doe* v. *Griffin* (15 East, 293), *Re Hanby* (25 W. R. 427), *Rawlinson* v. *Miller* (1 Ch. D. 52), *Re Webb* (5 Ir. R. Eq. 235). We use the word "home" as it occurs in many of the reported cases and in most of the text-books. But cases must occur where a man cannot properly be said to have a home—as in the case of a man who habitually lives in furnished lodgings, which he is often changing, or that of a tramp, who has no fixed

residence, but who probably has rounds on which he proceeds with more or less regularity. In cases of this nature the presumption would be let in if the person was absent from his usual places of resort. Probably the only reason for mentioning "home" in the rule is to indicate a place where inquiries ought to be made.

MR. MONTAGU WILLIAMS' REMINISCENCES.

THIS book by Mr. Montagu Williams* has been looked forward to with much interest, and we think that no reader will find his expectations disappointed. The autobiography is entertaining from beginning to end, clearly and tersely written, and full of incident. As the life of one who says that he believes he has defended more prisoners than any other living man, it is largely devoted to well-told narratives of the cases in which he has been concerned; but it also contains a great deal of shrewd and diverting comment and anecdotes relating to legal celebrities past and present, and also a good deal of material for reflection on the part of persons interested in the administration of justice in this country. We cannot do more this week than extract a few specimens of each of the last-mentioned classes of contents. Mr. Williams describes the Old Bailey practitioners when he first took up his position there as follows:—

"The criminal bar was a very close borough in those days, and work was, for the most part, in the hands of a few. These were Hardinge Giffard (now Lord Halsbury), Mr. (afterwards Serjeant) Sleigh, Metcalfe, Orridge, Poland, Ribton, and John Best. The solicitors principally associated with the practice were Humphreys & Morgan, Wontner & Son, and Lewis & Lewis, all of whom divided their business, generally speaking, among their own particular men. Thus Hardinge Giffard and Poland (who afterwards succeeded Clarke and Besley as counsel to the Treasury at the Central Criminal Court) acted for the Humphreys; Metcalfe and Orridge for the Wontners; and Serjeants Ballantine, Parry, and Sleigh for the Lewises. The last-named firm also availed themselves of the services of F. H. Lewis, while, in subsequent years, they gave a great deal of their business to me. Sleigh was a great public man, and the delight of the publicans. Probably his licensing business was the largest ever enjoyed by any counsel. The solicitors who did the lion's share of the work were Lewis & Lewis. Their office was in Ely-place, where Mr. George Lewis, the sole survivor of the firm, carries on his business to this day. The character of the place has greatly changed. It used to be a very dirty, dull, and depressing place, where only a few clerks were to be seen. I remember, when the firm were acting for the *Daily Telegraph*, hearing poor Lionel Lawson describe a visit he paid there. "I was shewn into a back room," he said, "where I was kept waiting for about half an hour. It was for all the world like a prison cell, and when I had been there ten minutes, I felt convinced that I was a felon of some description, and before I left I was perfectly certain that I had committed every crime known to the criminal law." Little James Lewis, the head of the firm, was a very sharp-looking fellow. He attended principally to the criminal classes indoors. George Lewis, who was a very smart young man, and a most successful cross-examiner, did the principal business at the police courts. Old "Uncle George," the brother of the senior partner, looked after the insolvency, bankruptcy, dramatic, and civil business, in a room at the top of the house. In those days there was an enormous quantity of insolvency and bankruptcy cases, and I should be sorry to say how many impecunious upper and middle class men were duly whitewashed through the intervention of "Uncle George." His counsel in this work was usually Mr. (afterwards Serjeant) Sargood. "Uncle George" was solicitor to the Dramatic Authors' Society, and nearly all the dramatic business of London was in his hands. Kind-hearted and generous, no one, however poor, ever applied to him for advice in vain. James Lewis lived in Euston-square, and "Uncle George" in Woburn-place. Though they were daily brought into contact with the black side of human nature, I never met two more pleasant and simple-minded men. In later years I always dined at the old gentleman's house on his birthday, and enjoyed the privilege of proposing his health. He was one of my best friends, and to him I owe a great deal of whatever success I have attained."

Of Serjeant Ballantine, who frequently appeared at the Old Bailey, Mr. Williams says:—"The serjeant was a very extraordinary man. He was the best cross-examiner of his kind that I have ever heard, and the quickest at swallowing facts. It was not necessary for him to read his brief; he had a marvellous faculty for picking up a case as it went along, or learning all the essentials in a hurried colloquy with his junior. There is no point that the serjeant might not have attained in his profession had he only possessed more ballast. He was, however, utterly reckless, generous to a fault, and heedless of the future. His opinion of men could never be relied upon, for he praised or blamed them from day to day, just as they happened to please or annoy him. He often said bitter things, but never, I think, ill-naturedly. His fault was probably that he did not give himself time to think before he spoke."

We do not hear much about Mr. Hardinge Giffard's progress from the Old Bailey to the woolsack, but an amusing anecdote is subsequently told with regard to the Shrewsbury election petition:—

"The sitting member, Poland, Hardinge Giffard, and myself, travelled together to Shrewsbury by the Great Western. We put up at the "Raven Hotel," and, save for the anxiety that we felt on behalf of our friend, we had a very jolly time. I often think of a somewhat amusing incident, involving some questions of professional etiquette, which took place on the day of our arrival at this ancient city. Hardinge Giffard was always one of the greatest possible sticklers for the performance of the duties that are expected from a junior. One of these duties on an occasion such as that to which I am alluding, is to attend to the eating and drinking department—namely, the ordering of meals, &c, for the whole party, who occupy a sitting room in common. I was an inveterate smoker, and if there was one thing that Giffard hated more than another, it was the smell of tobacco. Shortly after our arrival at the hotel, I brought down to the sitting-room a large box of cigars. These caught the eye of the future Lord Chancellor, who said: "What are you going to do with them?" I simply replied: "They are my cigars; I brought them down, as I always smoke after dinner." Giffard then said: "You certainly won't smoke here." I merely remarked that sufficient unto the day was the evil thereof, and that we would see about that after dinner. Well, when the meal was over, I—knowing what a good-natured fellow I had to deal with—filled my cigar-case from my box, and, with a grin, was about to light up. My leader at once said: "I assure you, I am in earnest. As I said before, you are not to smoke here." I replied: "Well, where am I to smoke? It would never do for me, as counsel in an election petition, to go into the ordinary smoking-room, where I might meet anybody; and I certainly do not intend to smoke in the yard of the hotel." "I really don't care for that," said he; "as I observed before, you will not smoke here." It was snowing hard. The winter that year was a very severe one, and the weather was cold even for the end of September. Nevertheless, the position had to be faced, so, bouncing out of the room, I put on my waterproof, and in a few moments was enjoying the fragrance of my weed, as best I could, on the pavement outside the hotel. It was another of my leader's fads that he would not commence breakfast until his junior put in an appearance. The next morning I determined to be even with him. I never ate breakfast; he never tolerated tobacco, so we were on equal ground. The Court had to sit at ten. In vain did the chambermaid come up to my room, at stated intervals, with the message that breakfast was waiting. Never before did I take so long over my toilet. At about five minutes to ten I strolled down to the breakfast-room. This, I knew, would leave me just sufficient time to get into court before the commencement of the proceedings, for the Court House was only just opposite the hotel. I found Giffard seated in an arm-chair before an enormous fire. The breakfast—grilled fish and other delicacies—was placed in the fender. The tea had not yet been brewed. My leader looked in a rage; he must have been only acting, however, for in all my life I never saw him seriously out of temper. I knew, he declared, just as well as he did, what his rules were; I knew that he had been waiting breakfast for me. It was my duty to be down in time to make the tea; and, in consequence of my laziness, he would have to go to Court without any breakfast at all. "But," I casually remarked, "I never eat breakfast—I don't care about it." "Well," he rejoined, "you are, I think, the most selfish fellow I ever came across." "Oh dear no," I said; "you forget the smoking yesterday. You don't smoke. I can't see the difference." He burst out laughing, and we proceeded forthwith into Court. The matter, however, did not stop here. As I observed before, it was my duty to order dinner. At midday, for this purpose, I interviewed the landlady of the hotel. I ordered everything that money could procure within the limited resources of Shrewsbury. The dinner-hour arrived, and never shall I forget the faces of my two learned friends as dish succeeded dish in apparently endless rotation. At last Giffard could stand it no longer. "Good God!" he exclaimed, "what is the meaning of this? the dinner will never end." Then turning to me, he added: "What in the world have you been doing?" "My duty," I replied. "You are master of the apartment, but the dinner business devolves upon me." And that night, when the meal was over, I remained by the fire, and smoked my cigar."

On the subject of juries Mr. Williams has, of course, a good deal to say. He has no very profound admiration for the institution to which he owes most of his successes. He says:—

* "Leaves of a Life: Being the Reminiscences of Montagu Williams, Q.C." 2 Vols. Macmillan & Co.

"An advocate who has had large experience (especially if that experience has been in criminal cases) can pretty well, when he has finished speaking, tell which way most of the jury incline. It was a custom of mine to try and make sure of two or three of the most likely men first, and then to devote my attention to the others. Sometimes one man in particular would present special difficulties. It would be easy to see that he had formed an opinion adverse to my client, and was sitting there, resolved not to be influenced by what I was saying. There was nothing for it but to patiently hammer away. I found it was half the battle to rouse him from his indifference, and to thoroughly arrest his attention; while, of course, if he once opened his mouth to make an inquiry, and thus gave me an opportunity of addressing myself directly to him, I could usually count upon his allegiance. It was sometimes my experience, too, that, when it came to considering the verdict, one or two strong men would easily carry their fellow-jurors along with them."

Perhaps his best jury anecdote is the following:—

"In 1867, I was engaged in a case out of which some amusing incidents arose. A number of persons were committed for trial, by the Bristol Bench, for having taken part in riots during the recent Parliamentary election in the borough. Several London counsel were engaged, both on the Conservative and the Liberal side, among the number being Serjeant Ballantine, Arthur Collins, Mr. Ribton, and myself. The principal defendant was a solicitor named Watkins, who was charged with being the ringleader of a portion of the insurgents. Ballantine and myself were engaged upon the Conservative side; a circumstance shewing how little politics had to do with the choice of counsel, Ballantine being, at that time, an advanced Liberal. Serjeant Kinglake, the Recorder of the borough, tried the case, and the Court was densely crowded, the number of ladies preponderating. In consultation, the Conservative agent, who instructed us for the defence, stated that there lived in the district a certain butcher of strong Liberal sympathies, who had been heard to declare that, somehow or another, he would get sworn upon the jury, and then have a leg cut off rather than acquit Watkins. The Conservative agent duly informed us of this person's name. The hour for the trial to commence arrived, and the clerk proceeded to read over the jury list. To our disgust, one of the names he called out was that of the butcher. Ballantine was for once caught napping. Starting to his feet he cried, "Challenge!" Of course, in a case of felony, counsel may object to a juryman, but this cannot be done in a case of misdemeanour. The Recorder pointed out the slip that Ballantine had made, and my leader was somewhat disconcerted, for he realized that, in challenging the butcher, he had probably only intensified that worthy's hostility. However, the Serjeant quickly recovered his equanimity, and with a smile on his face, said: "I really quite forgot; but no matter. I am sure that when I make the statement I am about to make, the gentleman to whom I was about to object will have too much good feeling to remain and act as one of the judges of the case, but will at once retire from the box." Ballantine then stated to the Court the facts that had been made known to us. Instead, however, of the butcher assuming the lamb-like demeanour that my learned friend had apparently anticipated, he sat very tightly in the box, and said: "I shan't budge an inch. I never said what has been attributed to me; and if I had said it, I stand upon my rights as an Englishman. I've a right to serve on the jury, and on the jury I'll serve." I believe the Judge had no power to interfere; at least, if he had, he did not exercise it. He simply said: "You hear, brother. I must rely, and so must you, upon this gentleman's good sense, and the obligation that he attaches to an oath." The jurymen were then duly sworn, and the case proceeded. It lasted for two days. The evidence, as usual in such cases, was very conflicting. A number of the witnesses for the prosecution identified our client as "the man on the white horse," who had led on the rioters and incited them to demolish a number of buildings in the town, with cries of "Give them Bristol Bridge"—the phrase having reference to certain political riots that had taken place in Bristol many years before, when a bridge was destroyed, and its bricks used as missiles. We called a number of witnesses who swore that Watkins was not the man who led the rioters, some of them indeed deposing that he was in a totally different part of the borough at the time the disturbance took place. At about six o'clock on the second day, the jury retired to consider their verdict. The Court of Bristol is a very handsome one, and furnished with many conveniences unknown elsewhere. When a jury are unable to agree, they are taken to a room in the upper part of the building, which room opens into a little gallery in the Court-house. Thus they are able to communicate with the bench without coming downstairs. Several hours went by, and the jury did not appear. At about ten o'clock the Recorder sent a messenger to them, asking if they had agreed upon their verdict. They came out into the gallery, and stated that they had not agreed upon a verdict, and that there seemed very little likelihood of their being able to do so. Kinglake was a very firm man, and he was determined that the borough should not be put to the expense of a second trial. He therefore informed the jury that he should use every means in his power to compel them to come to some conclusion, adding: "It is, at any rate, my present purpose to keep you locked up there for the night. I will return to the Court at one in the morning; and, in the meantime, I must ask the counsel on both sides to delegate, at any rate, one of their number to be present when I arrive." We were all of us very anxious about the result, and so we resolved to go back to the hotel on Castle Green, dine—for we had had nothing to eat since luncheon—and return in a body at one o'clock. We did so, and the jury were again brought into court, but with the same result as before. Upon this, the Recorder stated that he proposed to go back to his room in Court, and remain there until a verdict was returned. Ballantine repaired to the hotel to get some sleep, while I, and one of the other juniors, remained on guard. At about four o'clock, when we were all more asleep than awake, the usher was aroused from his semi-comatose condition, and sent for to the jury-room. Presently he returned with the news that the jury had agreed upon a verdict. The information was communicated to the Recorder, who hastily robed, and returned to the judgment seat. When the names of the jury were read over, only eleven answered. The Recorder said: "One juryman has not responded." It was our friend the butcher. His name was called out a second time, whereupon a feeble voice answered: "Here." The judge, who, I have no doubt, guessed pretty accurately what had occurred, did not look towards the jury-box. It is perhaps as well that he did not. I did, and I never saw such an extraordinary-looking object as the butcher. His coat and waistcoat were torn from his back; his very shirt-sleeves were tattered; and his face was besmeared with blood. The reader can pretty well guess what had happened. There had all along been a strong majority against the butcher; and the twelve men were now unanimous in returning a verdict of "Not Guilty."'

CORRESPONDENCE.

THE DESIGNATION OF COMMISSIONERS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I take it that the regularity of an affidavit, so far as the administration of the oath is concerned, depends upon the person who administers it being lawfully authorized so to do, and not upon the exact form of words in which this fact is stated on the affidavit; this being so, the more concisely the statement is made, the better it will be.

"A COMMISSIONER FOR OATHS" (OF OVER TWENTY YEARS' STANDING.)

CASES OF THE WEEK.

Court of Appeal.

"THE ORCHIS"—No. 1, 12th February.

INDEMNITY—DISBURSEMENTS—MASTER—SEIZURE OF SHIP—PAYMENT BY MORTGAGEES TO GET SHIP RELEASED—RIGHT TO REIMBURSEMENT BY OWNERS.

The defendants were the owners of the steamship *Orchis*, and the plaintiffs were the mortgagees of forty-eight sixty-fourth shares in her. In May, 1886, the master of the ship made necessary disbursements while prosecuting a voyage for the joint benefit of all the defendants, and, not being paid, brought an action *in rem* in the Admiralty Division to recover the amount. The ship was accordingly arrested in that action. The plaintiffs, being desirous of obtaining possession of the ship, paid the master the amount of his claim, and the ship was released by the Admiralty Court. The plaintiffs thereupon brought this action to recover the amount so paid from the defendants. In May, 1889, the House of Lords decided in *The Sara* (38 W. R. 129, 14 App. Cas. 209), that a master had not a maritime lien on the ship for disbursements. Butt, J., gave judgment for the plaintiffs. The defendants, the owners of the shares not mortgaged, appealed.

THE COURT (Lord COLERIDGE, C.J., Lord ESHER, M.R., and FRY, L.J.) dismissed the appeal. Lord COLERIDGE, C.J., said that the master was entitled, according to admiralty law and procedure, to enforce his claim for disbursements by having the ship seized. The seizure was therefore lawful. The plaintiffs, as mortgagees, were entitled to possession of the ship in respect of the shares mortgaged to them. In consequence of the seizure they were unable to obtain possession. They therefore, to obtain possession, paid the master and obtained the release of the ship. That being so, the principle laid down by this court in *Edmunds* v. *Wallingford* (14 Q. B. D., at p. 816) applied. The principle was that, where there was a seizure rightful in law of one person's property for another person's debt, and the former had to pay money to extricate his property, the person so paying could recover the money paid from the other. The plaintiffs, therefore, must succeed. Lord ESHER, M.R., concurred. The ship having been seized by the Admiralty Court in the master's action, the plaintiffs were deprived of their immediate right as mortgagees to the

joint possession of the ship with those owners who had not mortgaged their shares. The plaintiffs had rights which the law prevented them from exercising, solely owing to the default of the defendants in not paying the master. The case, therefore, came within the principle stated in *Edmunds* v. *Wallingford*, that if the goods of one person were lawfully seized for another's debt owing to the default of the latter, and the first person paid the debt, the law would imply a promise by the person whose debt was paid to repay the amount. Fry, L.J., concurred.—Counsel, *J. G. Barnes*, Q.C., and *J. P. Aspinall*; *French*, Q.C., and *Joseph Walton*. Solicitors, *F. B. Moss*, for *Moss, Lowe, & Co.*, Hull; *Wynne, Holme, & Wynne*, for *Forshaw & Hawkins*, Liverpool.

Re THE BRIGHTON AND DYKE RAILWAY CO.—No. 2, 11th February.

Railway Company—Scheme of Arrangement with Creditors—Preference Shareholders—Assent—Shares divided into Preferred and Deferred Moieties—Railway Companies Act, 1867, s. 12.

This was an appeal against the decision of North, J. (*ante*, p. 213). A petition was presented by the directors of the above railway company for the confirmation by the court of a scheme of arrangement between the company and their creditors, which had been filed under the Railway Companies Act, 1867. By the special Act incorporating the company they were empowered "from time to time to divide any share in their capital into half shares, of which one shall be called 'preferred half share' and the other shall be called 'deferred half share.'" To the extent of five per cent. per annum each preferred half share was to be entitled to a preference in respect of dividend over the corresponding deferred half share. Each half share could be transferred separately. Out of the whole number of 7,200 shares in the company 4,960 had been thus divided, in pursuance of a resolution passed by the company to divide any share with the consent of the holder thereof for the time being. Section 12 of the Act of 1867 requires that the assent to a scheme (which is necessary in order to its confirmation) shall be given by each class of preference shareholders separately. In the present case the assent of the shareholders as a whole had been duly obtained, but no steps had been taken to obtain the assent of the holders of the preferred half shares as a separate class. North, J., held that the holders of the preferred half shares constituted a separate class of preference shareholders, and that their separate assent must be accordingly obtained, and he ordered the petition to stand over for the purpose of obtaining their assent. It was found impossible to obtain it, and consequently this appeal was brought.

The Court (Cotton, Lindley, and Lopes, L.JJ.) differed from North, J., holding that the holders of the preferred half shares did not constitute a separate class of preference shareholders, such as was contemplated by section 12. They did not express any opinion how the matter would have stood if all the shares had been divided into two. If any conflict of interest should exist between the holders of preferred or deferred half shares and the other shareholders, such holders were entitled to object to the scheme, and the judge had power to protect them and, if necessary, to obtain their assent in any manner he thought fit before he confirmed the scheme. The petition must go back to the judge, that the scheme might be considered on its merits.—Counsel, *Cozens-Hardy*, Q.C., and *Grosvenor Woods*; *S. Stephens*; *J. T. Prior*. Solicitors, *Powell & Rogers*; *F. J. Blake*; *Norton, Rose, & Co.*

BENYON *v.* BENYON—No. 2, 12th February.

Husband and Wife—Divorce—Power of Court to alter Provisions of Settlement—Jurisdiction to alter Order once made—22 & 23 Vict. c. 61, ss. 4, 5.

The question in this case was whether, when the Divorce Court has, under the power conferred by section 5 of the Divorce Court Act of 1859, made an order altering the provisions of a marriage settlement, there is any jurisdiction subsequently to vary the terms of that order. In the present case, after a final decree for the dissolution of a marriage on account of the adultery of a wife, the court in 1876 made an order that, out of an income of about £900 a year to which the wife was entitled under the provisions of her marriage settlement, the sum of £300 a year should be paid to the husband, during the joint lives of himself and the wife. The total income produced by the trust property had become considerably reduced, and the wife, who had, in the interval, married again, applied to the court to vary the order by reducing the sum to be paid to the husband to £150 a year. Butt, J., following a decision of Sir J. Hannen in *Gladstone* v. *Gladstone* (1 P. D. 442), held that there was no jurisdiction to vary the order. Section 4 of the Act provides: "The court, after a final decree of judicial separation, nullity of marriage, or dissolution of marriage, may, upon application (by petition) for this purpose, make from time to time all such orders and provision with respect to the custody, maintenance, and education of the children the marriage of whose parents was the subject of the decree, or for placing such children under the protection of the Court of Chancery, as might have been made by such final decree or by *interim* orders, in case the proceedings for obtaining such decree were still pending." Section 5: "The court, after a final decree of nullity of marriage or dissolution of marriage, may inquire into the existence of ante-nuptial or post-nuptial settlements made on the parties whose marriage is the subject of the decree, and may make such orders with reference to the application of the whole or a portion of the property settled, either for the benefit of the children of the marriage or of their respective parents, as to the court shall seem fit."

The Court (Cotton, Lindley, and Lopes, L.JJ.), affirmed the decision, expressing their approval of *Gladstone* v. *Gladstone*. Cotton, L.J., said that the power conferred by section 5 was an entirely new one, and it was very different from the power which the court had from time to time to make orders for the maintenance of either husband or wife while the conjugal relation continued. The power given by section 5 arose only when that relation had been put an end to. It was a power to alter the trusts of a settlement, and the court had to consider whether that ought to be done. In his lordship's opinion the court ought to decide once for all how far it should interfere with the trusts of a settlement. The court had never yet altered an order made under section 5, though it might provide for the future by directing that an allowance for a child of the marriage should be increased at some future date. But that would still be making an order once for all to vary the trusts of the settlement. Lindley and Lopes, L.JJ., concurred.—Counsel, *Inderwick*, Q.C., and *P. S. Gregory*; *Bayford*, Q.C., and *Searle*. Solicitors, *W. Brewer*; *Longbourne, Stevens, & Powell*.

FRY *v.* FRY—No. 2, 5th February.

Divorce Suit—Alleged Lunacy of Husband or Wife—Assignment of Guardian—Divorce Court Rules, r. 196.

A question arose in this case as to the construction and operation of rule 196 of the Divorce Court Rules, which provides that:—"A committee duly appointed of a person found by inquisition to be of unsound mind may take out a citation and prosecute a suit on behalf of such person as a petitioner, or enter an appearance, intervene, or proceed with the defence on behalf of such person as a respondent; but if no committee should have been appointed, application is to be made to one of the registrars, who will assign a guardian to the person of unsound mind, for the purpose of prosecuting, intervening in, or defending the suit on his or her behalf; provided that, if the opposite party is already before the court when the application for the assignment of a guardian is made, he or she shall be served with notice by summons of such application." The suit was for nullity of marriage, on the ground that the wife was of unsound mind at the time of the marriage. The suit was instituted in her name by her son by a former husband, he having obtained *ex parte* in chambers from the registrar an order under the above rule assigning him to be his mother's guardian for the purpose of promoting the suit, on the ground that she was of unsound mind. She denied that she was, or ever had been, of unsound mind, and she applied to Butt, J., to rescind the registrar's order. She produced a number of affidavits, including those of six medical men, denying entirely the alleged unsoundness of mind. Butt, J. (15 P. D. 25), discharged the order, on the ground that such an order should not be made when there was a *bonâ fide* and substantial dispute as to the insanity of a party.

The Court (Cotton, Lindley, and Lopes, L.JJ.), affirmed the decision. Cotton, L.J., agreed with Butt, J., that such an order ought not to be made when there was an honest and substantial dispute as to the insanity of the party, either at the time when it was made or at the date of the marriage. He was not at present inclined to hold that rule 196 applied only when there had been an inquisition finding the person insane. But he decided the case on the other ground. Lindley, L.J., said it would not be right that a self-appointed guardian (for a guardian appointed *ex parte* was in effect self-appointed) should be able to go on with a suit for nullity of marriage till the preliminary question of insanity had been settled. It was as clear as noonday that the order must be discharged. His lordship was inclined to think that rule 196 applied only when there had been an inquisition, but he did not base his decision on that. If he was wrong in that view he still thought the appeal should be dismissed. Lopes, L.J., agreed, on the ground stated by Cotton, L.J. But he also thought it impossible to read rule 196 in any other way than as applying only when a person had been found a lunatic by inquisition, and he thought that was the intention of the framers of the rule, in order to prevent such a discussion as had arisen in the present case, and to insure that there should be firm and strong evidence that the person alleged to be insane was really unable to conduct proceedings for himself.—Counsel, *W. Willis*, Q.C., and *Searle*; *Reid*, Q.C., and *Middleton*; *Inderwick*, Q.C., and *Bargrave Deane*. Solicitors, *Wontner & Sons*; *Irvine, Hodges, & Co.*; *Fry & Hudson*.

REILLY *v.* BOOTH—No. 2, 7th February.

Grant—Parcels—Construction—"Exclusive Use of Gateway."

This was an appeal from a decision of Kekewich, J., the question being whether a grant of the "exclusive use" of a gateway leading from a street passed to the grantee anything more than a right of way. The street ran from east to west. The plaintiffs were Reilly, who was the lessee of a shop on the west side of the gateway and of premises above the gateway, and of a vault beneath it, and the owners of the reversion subject to the lease. The defendant was the tenant of premises situate behind the houses in the street, to which premises the gateway afforded a means of access from the street. In 1839 the gateway formed a covered entrance for horses and carriages from the street to some stables and a stable-yard in the rear, and the walls of the premises now occupied by the plaintiff Reilly inclosed the opening at the top and on both the eastern and western sides. Below the floor of the gateway there was a vaulted shooting gallery. In July, 1839, the then owners in fee of the plaintiff Reilly's shop, the passage, and the stables behind, conveyed the stable premises to Samuel Wimbush in fee, "together with the exclusive use of the said gateway, being 10ft. 11in. in the clear on the north side, 11ft. 7in. on the south side, in depth 41ft. 6in., and height 15ft., which said piece of ground and premises are more particularly delineated and described by the portion on the plan or ground-plot thereof drawn in the margin of these presents coloured pink, together with all and singular houses, outhouses, buildings, walls, ways, watercourses, yards, areas, lights, profits, privileges, easements, advantages, rights, members, and appurtenances whatsoever to the said messuage or tenement, buildings, hereditaments,

and premises or any part thereof belonging, or in any way appertaining, or now or at any time heretofore usually held, occupied, or enjoyed therewith, or reputed to be part or parcel thereof." The stables conveyed to Wimbush were coloured pink on the plan, but the gateway was not so coloured. About 1875 the land in the rear of the gateway on which the stables had stood was covered in and converted into a skating rink. Afterwards the rink was used as a market, and in 1885 the then owner demised the premises, which were then known as the Regent's-hall, "with the entrance way and passage thereto belonging" to the defendant for a term of fifty-three years. The plaintiffs alleged that the defendant was only entitled to a right of way through the gateway to Regent's-hall, and they complained that he had converted it into a room or shop. The plaintiffs claimed a declaration that the defendant was not entitled to use the entrance otherwise than in the exercise of a right of way, and an injunction to restrain him from otherwise using it. Kekewich, J., held that the defendant was entitled to use the passage for all lawful purposes.

THE COURT (COTTON, LINDLEY, and LOPES, L JJ.) affirmed the decision. COTTON, L.J., said that the plaintiffs contended that the right of the defendant was simply to use the passage or gateway mentioned in the deed of 1839 for the purpose of passing to and from the street and the premises at the back—in other words, that the grant was only a grant of a right of way. The question was, what was the meaning of the words "exclusive use of the said gateway." His lordship was of opinion that the word "gateway" did not imply that the use was to be confined to the purposes of a way. The gateway or passage was defined as an existing thing, and a grant of the "exclusive use" of that thing did not imply that the grantee was restricted to the use of it only as a way. The particular thing was described by reference to length, depth, and height. The grantor retained no right or interest in the passage, and, in his lordship's opinion, the deed conferred upon the defendant's predecessors in title the right to use the passage and the floor, walls, and ceiling of the passage in any way not inconsistent with the rights of the adjoining owners and the rights of the public. The grant was a conveyance of the property in the passage as described in the deed. It was objected that, although the land conveyed to Wimbush was coloured pink, the passage was not coloured pink, but the answer to that objection was that, if the passage had been coloured like the rest, it would have implied that there was an absolute conveyance to the grantee of the soil of the land on which the passage vested. LINDLEY and LOPES, L.JJ, concurred.—COUNSEL, *S. Hall*, Q.C., and *Maidlow*; *Warmington*, Q.C., and *Sargant*. SOLICITORS, *Janson, Cobb, Pearson, & Co.*; *Ranger, Burton, & Matthews*.

Re HAMILTON, BAZELEY *v* THE ROYAL NATIONAL HOSPITAL FOR CONSUMPTION—No. 2, 31st January.

WILL—CONSTRUCTION—"GOVERNMENT STOCKS OR SECURITIES."

The question in this case was, whether a bequest of "Government stocks or securities" passed the stocks or securities of Colonial Governments belonging to the testatrix, she having no stocks or securities of the British Government. The testatrix, who was the widow of a clergyman, bequeathed to the rector of Bonchurch for the time being the sum of £100 "upon trust to invest the same upon Government stocks or securities," and to apply the income thereof from time to time to keep in repair her husband's grave. And she bequeathed to her "trustees and executors, upon trust, the Government stocks or securities that may be remaining, and the money at my bankers belonging to me at the time of my death, to enable them to pay off all my just debts, &c, and the residue of the said remaining Government stocks or securities I direct shall be given to the trustees for the time being of the National Hospital for Consumption, upon trust to stand possessed of the same, and also of whatever money of mine may then be remaining at my bankers, should there be a surplus, upon the trust following—namely, to set apart sufficient money for the payment of a stipend of £150 per annum to a respectable clergyman of the Church of England, holding sound Evangelical doctrine and a good reader, for the purpose of reading or preaching to patients in the hospital, or in the hospital chapel, every week one, or at least portions of one, of my beloved husband's sermons." And the testatrix directed her residuary estate to be applied for the purpose of receiving gratuitously into the hospital poor persons of respectable character. The testatrix did not possess, either at the date of her will or at the time of her death, any Government stock or securities of the United Kingdom, but at the time of her death she possessed some New South Wales and Victoria Government bonds, and some Indian Railway stock which was guaranteed by the Indian Government. At the date of her will the only Government securities of any kind which, so far as was known, the testatrix possessed were some Victorian bonds. A summons was taken out by the executors to determine the question, whether these colonial and Indian securities passed under the bequest to the trustees of the Hospital of "Government stocks or securities." North, J., held that nothing passed under that bequest.

THE COURT (COTTON, LINDLEY, and LOPES, L JJ.) affirmed the decision, LOPES, L.J., dissenting. COTTON, L.J., said that it was conceded that "Government stocks or securities," according to the ordinary meaning of those words in legal documents, would not include colonial or Indian Government securities. Was there, then, anything in this will to induce the court to give the words a meaning other than their *primâ facie* meaning? On the contrary, there was a bequest of £100 in trust to invest the same in "Government stock or securities." Those words in that clause could not be considered to mean colonial or Indian Government securities, and it was impossible to give the words a different interpretation in another clause of the will. LINDLEY, L.J., concurred. LOPES, L.J., differed. He thought that the court, by putting too strict a construction upon the words of wills, very frequently defeated the intention of the testator. The question was, whether the testatrix by the words "Government stock or securities" meant British Government stock or securities, or Government stock or securities generally. Many stocks were guaranteed by the Indian and colonial Governments, but many people thought that such stocks were guaranteed by the British Government. The prevailing idea of the testatrix was to leave money sufficient to provide a stipend for some clergyman to preach the sermons of her late husband, and the effect of giving such a limited construction to the words "Government stock or securities" would be that no money would be provided for the preaching of the sermons. The testatrix had no British securities of any kind at the date of the will, and, in his lordship's opinion, the colonial and Indian securities passed by the bequest.—COUNSEL. *Romer*, Q.C., and *Cruickshank*; *Macnaghten*. SOLICITORS, *Hargrove & Co.*

High Court—Chancery Division.

TILBURY *v.* SILVA.—Kay, J., 30th January.

FISHERY—ENFRANCHISED COPYHOLDS—GRANT—PRESCRIPTION ACT (2 & 3 WILL. 4, C. 71), S. 4—INTERRUPTION—ACQUIESCENCE.

In this action the plaintiff claimed, on behalf of himself and others, the owners and occupiers of ancient copyhold tenements and ancient tenements formerly copyhold, but now enfranchised, of the Manor of Chilbolton, in the county of Southampton, a declaration that he, the plaintiff, and the other said owners were entitled, as appurtenant to their said tenements, to a right of fishing by rod and with a net called a shoe-net in a certain part of the River Test situate in the parish of Chilbolton, from Testcombe Bridge to Butcher's Mead, and to a right of way along one bank of the said river between these points for the purpose of enjoying the said rights of fishing; an injunction to restrain the defendant from preventing the plaintiff from exercising such rights; and damages. The plaintiff is an owner of an ancient copyhold tenement formerly held of the Manor of Chilbolton, but enfranchised by a series of enfranchisement deeds commencing in 1853. The defendant's estate, called Testcombe, adjoins the said River Test, and was formerly also copyhold held of the said manor, and formerly held by Charles Penton, who was a proprietor of land in the said parish of Chilbolton. In 1838 an inclosure award was made, to which Penton was party, in which it was recited that by deed dated the 29th of March, 1837, various proprietors, including the said Penton, gave authority to James Comely, the commissioner, to allot waste lands in the said parish, with this proviso: "Nevertheless, saving and reserving to the copyhold tenants of the said manor all such rights of fishery as they had hitherto lawfully used, exercised, and enjoyed in the said River Test, from Testcombe Bridge to Butcher's Mead, with full liberty of ingress and egress for the purposes of fishery in, over, and upon the lands or grounds to be allotted or enclosed"; and by the said award three meadows on the bank of the river were allotted to Penton, now part of the defendant's estate. By deed dated 5th December, 1845, the then lords of the manor, the Dean and Chapter of Winchester, enfranchised the said three meadows to Penton, and granted and released such meadows, together with other lands, unto and to the use of the said Fenton, his heirs and assigns, for ever, to the intent that the copyhold tenure thereof, and all rights, liberties, and privileges "of hunting, hawking, fowling, and of chasing and of killing game, rights of fishing, and other rights," might be absolutely extinguished. In 1884 the defendant purchased the property comprised in the last-mentioned deed, and in July, 1885, prevented the plaintiff and others from passing along the river bank for fishing purposes. After being prevented the plaintiff did not, after 1885, fish or attempt to fish. He issued the writ in this action on January 31, 1889. The plaintiff alleged that he and others, the owners and occupiers aforesaid, and their predecessors, had enjoyed a right of fishing by rod and with a shoe-net from Testcombe Bridge to Butcher's Mead, from the banks on the Chilbolton side, as appurtenant to their said tenements, and a right of way for sixty years and upwards without interruption; and brought evidence to shew that from 1823 copyholders and owners of enfranchised copyholds had used and let such rights without interruption, and that at the annual manor court presentments were regularly made by the homage claiming such rights: such presentments had never been placed upon the court rolls, but it was proved that upon sales of lands within the manor, of enfranchised copyholds, such lands had been sold as with a right of fishing in the river, and a right of way appurtenant thereto. The plaintiff relied upon *Crowther* v. *Oldfield* (1 Salk. 364, 2 Lord Raym. 1225), *Meller* v. *Spateman* (1 Wms. Saund. 612), *Sayant* v. *Staker* (2 Vernon, 250), *Johnson* v. *Barnes* (L. R. 7 C. P. 604), *Goodman* v. *Mayor of Saltash* (31 W. R. 293, 7 App. Cas. 633), and *Halliday* v. *Phillips* (37 W. R. 776, 23 Q. B. D. 46). The defendant relied upon *Gatewcard's case* (6 Co. 60a, Cro. Jac. 152), *Parker* v. *Mitchell* (11 A. & E. 788), *Lowe* v. *Carpenter* (6 Ex. 825), *Hollins* v. *Verney* (33 W. R. 5, 13 Q. B. D. 304) and 2 & 3 Will. 4, c. 71, s. 4.

KAY, J., said that it had been shewn that the River Test was the boundary of the manor, and flowed through certain wastes of the manor. From the evidence he inferred that the manorial lands extended *ad medium filum aquæ*, and in all the grants of lands of the manor it had not been shewn that any right of fishing in the river had even been assigned. The plaintiff must be taken to have acquiesced in the interruption in 1885 of his alleged rights, for he had allowed nearly four years to elapse before issuing his writ, and this was fatal to his claim by prescription by reason of the Prescription Act (2 & 3 Will. 4, c. 71), s. 4. The second difficulty was that the plaintiff claimed on behalf of himself and others, the owners and occupiers of ancient tenements of the manor. Since *Gatewcard's case* (6 Co. 60a, Cro. Jac. 152), a *profit à prendre* on behalf of a large and

indefinite class could not be claimed by prescription, as this right was. In the case cited, *Goodman* v. *Mayor of Saltash* (7 App. Cas. 633), the court invented ingeniously a legal origin for a right to get over the difficulty of claiming by prescription. The present case was entirely different. Further, assuming that the plaintiff's enfranchisement deeds gave him the rights he claimed, none were dated earlier than the year 1853, so he could take no right thereby as against the defendant, whose claim was under an enfranchisement of the 5th of December, 1845, which assigned "all rights of fishing." By such a grant the proper inference was that a copyhold grant passed land *ad medium filum* of the river in the same way that a grant of freehold lands would do by the ordinary rules of law, so the point taken by the plaintiff, that the soil of the river would not pass, failed. The lord had by the deed of 1845 given up all rights of fishing to the defendant's predecessor in title, and could not claim or regrant any such right, therefore the plaintiff's case failed on that point also. Action dismissed with costs.—COUNSEL, *Renshaw*, Q.C., *Stuart Moore*, and *G. W. Wallace*; *Marten*, Q.C., and *Alexander Young*. SOLICITORS, *E. F. & H. Landon*; *Kearsey*, *Hawes, & Walsh*.

JONES *v.* **SIMES**—Chitty, J., 5th February.

R. S. C., XVII., 1—4; XXXVI., 58—SURVIVAL OF CAUSE OF ACTION—MANDATORY INJUNCTION—REAL ESTATE—3 & 4 WILL. 4, c. 42, s. 2.

In this case, the plaintiff having died before the trial of the action, the defendant moved to discharge, on the ground of irregularity, an order of course obtained by the deceased plaintiff's executor and devisee for carrying on the action. The action was commenced in December, 1888, and the cause of action was obstruction of light to the plaintiff's freehold property. The plaintiff claimed a mandatory injunction and damages. The plaintiff died in October, 1889, after the action had been set down for trial. The defendant contended that the plaintiff's right to a mandatory injunction depended upon a wrong in the nature of a tort and died with the plaintiff, and that, the plaintiff having died more than six months after the issue of the writ, the executor could not continue an action for the recovery of damages to the plaintiff's real estate accruing more than six months previously to the plaintiff's death: *Kirk* v. *Todd* (30 W. R. 436, 21 Ch. D. 484).

CHITTY, J., said that the action was equivalent to a common law action for tort and a suit in equity. Formerly the damages in a common law action were only damages down to the date of the writ, but by R. S. C., ord. 36, r. 58, the damages in respect of a continuing cause of action were assessable down to the date of assessment, so that the deceased plaintiff could have recovered the common law damages down to that date, and was not confined, as formerly, to damages down to the date of the writ. The statute of 3 & 4 Will. 4, c. 42, s. 2, had put the executor of the late plaintiff clearly in the position of being entitled to damages in respect of the injury to the real estate, although the action must be brought within six months of the plaintiff's death and be confined as to damages to six months before. Consequently the executor had a right of action by virtue of the statute, and, seeing that the late plaintiff could have recovered damages down to the period of the late plaintiff's death, it was clear that the legal personal representative could recover those damages in the present instance. He, therefore, thought there was a right on the part of the legal personal representative to continue, at least to that extent, the action so far as it was in the nature of a common law action. Whether the executor could recover more than the damages accruing within six months from the death he was not bound to decide, but his impression was that the executor could not. With regard to the right to a mandatory injunction, that had passed to the devisee of the land. He had never heard of a case of a devisee being precluded from continuing such an action. He dismissed the motion, with costs in any event.—COUNSEL, *Romer*, Q.C., and *Maidlow*; *Whitehorne*, Q.C., and *C. Rea*. SOLICITORS, *A. Hunt*, for *Miller Corbett*, Kidderminster; *Church*, *Rendell*, *& Co.*, for *Southall*, Worcester.

SIBUN *v.* **PEARCE AND EAST DULWICH 295TH STARR-BOWKETT BUILDING SOCIETY**—North, J., 7th February.

BUILDING SOCIETY—INSTRUMENT OF DISSOLUTION OF SOCIETY—RIGHT OF WITHDRAWING MEMBER TO VOTE—BUILDING SOCIETIES ACT, 1874, s. 32.

This was a motion by the plaintiff, a member of a building society who had given notice of withdrawal, but had not yet been paid off, for an injunction to restrain the society and its directors from acting on an instrument of dissolution of the society, on the ground that the requisite number of members had not signed it. The question was, whether the plaintiff and other withdrawing members were members who ought to be counted in determining whether the statutory majority had been obtained. Section 32 of the Building Societies Act, 1875, provides:—"A society under the Act may terminate or be dissolved (1) upon the happening of any events declared by its rules to be the termination of the society; (2) by dissolution in manner prescribed by its rules; (3) by dissolution with the consent of three-fourths of the members, holding not less than two-thirds of the number of shares in the society, testified by their signatures to the instrument of dissolution." "The instrument of dissolution and all alterations therein shall be registered in the manner provided for the registration of the rules, and shall be binding upon all the members of the society." The number of members of the society who had not given notice of withdrawal was seventy-four. Of these fifty-seven had signed the instrument. None of the withdrawing members had done so. And, if they ought to have been counted, the statutory majority had not been obtained. The rules of the society provided that a member wishing to withdraw should give three months' notice in writing to receive back subscriptions standing to his credit, less unpaid fines and 1s. 3d. per annum for working expenses. The rules also provided that, in case of loss to the society, the withdrawing member should bear his proportion of the loss if it occurred previous to notice of withdrawal, and that members "having given notice of withdrawal shall, from the date of such notice, cease to take part in the affairs of the society." It was argued for the defendants (1) that the effect of the rules was that members who had given notice of withdrawal ceased to be members at the latest three months after notice, or that, at any rate, they ceased to have a voice in the affairs of the company, including in the affairs a resolution to dissolve; (2) that, the instrument having been duly registered, the certificate of registration was conclusive. Section 20 of the Building Societies Act, 1874, provides that "any certificate of incorporation or of registration or other document relating to a society under this Act, purporting to be signed by the registrar, shall, in the absence of evidence to the contrary, be received by the court, and all courts of law and equity and elsewhere, without proof of the signature." The plaintiff sued on behalf of himself and all other members of the society.

NORTH, J., held that, on the true construction of the rules, a member who had given notice of withdrawal did not cease to be a member till he was paid off. He thought that the rule which provided that such members should not take part in the affairs of the society shewed that they were members subject to that disqualification. The rule, in fact, would have no meaning if they were not members. He held that the certificate of registration did not make valid that which was not a valid instrument under the Act.—COUNSEL, *Cozens-Hardy*, Q.C., and *Farwell*; *Napier Higgins*, Q.C., and *Bramwell Davis*. SOLICITORS, *Savery & Stevens*; *Crawford & Chester*.

Re **THE PORTUGUESE CONSOLIDATED COPPER MINES (LIM.)**—North, J., 6th February.

COMPANY—SHAREHOLDER—RECTIFICATION OF REGISTER—INVALID ALLOTMENT OF SHARES—RATIFICATION BY COMPANY AFTER REPUDIATION BY ALLOTTEE—COMPANIES ACT, 1862, s. 35.

In this case two allottees of shares in the company applied, under section 35 of the Companies Act, 1862, to have their names removed from the register of shareholders, on the ground that they had revoked their applications for shares before any valid allotment had been made to them. In October, 1888, some of the directors of the company held a meeting and allotted a number of shares, including those applied for by the present applicants, and notice of allotment was given to all the applicants. It was, however, decided by North, J., and by the Court of Appeal, in the case of a Mr. Steele, *Re The Portuguese Consolidated Copper Mines* (33 SOLICITORS' JOURNAL, 523, 42 Ch. D. 160), that the resolutions passed by the directors on that occasion were invalid, as not having been passed at a properly convened meeting, and Steele's name was removed from the register. Since then a properly convened meeting of the directors had purported to confirm the irregular allotments. The present applicants alleged that they had revoked their applications for shares before the confirmation of the allotments by the directors. On behalf of the company it was contended, on the authority of *Bolton Partners* v. *Lambert* (33 SOLICITORS' JOURNAL, 335, 37 W. R. 434, 41 Ch. D. 295), that even if there had been a revocation of the applications in fact, the ratification by a properly constituted meeting of the directors of the unauthorized act of some of them related back to the time of the voidable acceptance of the applicants' offers to take the shares, and effected valid contracts to take and allot shares.

NORTH, J., held that he was bound by *Bolton Partners* v. *Lambert*, which he could not distinguish from the present case. The result of that decision was, that a person who was dealing with an unauthorized agent was in a much worse position than if he had been dealing with the principal himself or with an authorized agent, though he believed the agent to be authorized. For, while the person who made an offer to an unauthorized agent was bound by it and could not withdraw it, it was open to the principal either to ratify or to repudiate the bargain. But his lordship was bound to follow that authority, and, therefore, to refuse the applications.—COUNSEL, *E. Beaumont*; *Cozens-Hardy*, Q.C., and *W. Baker*; *Napier Higgins*, Q.C., and *Farwell*. SOLICITORS, *Munns & Longden*; *Hilliard, Stretton, & Co.*; *Burn & Berridge*.

Re **WORMALD, FRANK** *v.* **MOOZEEN**—North, J., 8th February.

WILL—CONSTRUCTION—FORFEITURE—MARRIED WOMAN—LIFE INTEREST—RESTRAINT ON ANTICIPATION—GIFT OVER ON ANTICIPATION.

The question in this case was whether a life interest given by will to a married woman had determined or become forfeited. The testator gave his real estate and the residue of his personal estate to trustees upon trust out of the rents and income thereof to pay an annuity, and to pay the remainder of such rents and income to M., a married woman, "for her separate use, free from the debts and control of any husband, without power of anticipation, and for and during the term of her natural life and from and after her decease, or on her anticipating the same rents and income or any part thereof," upon trust as to the said trust estates for all the children of M. equally as tenants in common, with a gift over in case there should be no such child who should attain twenty-one. The annuitant was dead. At the date of the testator's will M. was married to a husband who was still living. M. had only one child, a son who had attained twenty-one. M. had executed an assignment of her life interest by way of security for a loan. The question was whether the gift over "on her anticipating the income" had taken effect in favour of her son. On behalf of the son it was argued that, there being a

restraint on anticipation, it was impossible for M. to anticipate the income, and, therefore, the words "on her anticipating" must be read as meaning "on her attempting to anticipate."

NORTH, J., refused so to construe the words. He said that the separate use, without power of anticipation, applied to any husband whom M. might have, and not merely to her present husband. She might "anticipate" the income if she became discovert. She had not anticipated the income yet, for she was, and ever since the testator's death had been, a married woman, and therefore, by reason of the restraint on anticipation, it was impossible that she should anticipate it. Gifts of an estate until alienation or attempted alienation were very familiar, and the distinction between the two alternatives was perfectly well understood. He could not add to the will a provision determining M.'s interest if she attempted to anticipate the income without succeeding in doing so. There was no reason for giving to the word "anticipate" a meaning which his lordship was satisfied the testator never intended. M.'s assignment was entirely inoperative, and did not affect her life interest at all.—COUNSEL, *H. J. Hood; Arnold White; Dunham.* SOLICITORS, *Collyer-Bristow & Co.; Morse & Simpson.*

THE MARQUIS OF NORTHAMPTON *v.* POLLOCK—North, J., 12th February.

MORTGAGOR AND MORTGAGEE—REDEMPTION—EXPRESS AGREEMENT EXCLUDING RIGHT OF REDEMPTION IN PARTICULAR EVENT—VALIDITY.

The question in this case was whether an express agreement between a mortgagor and a mortgagee, excluding the right of the former to redeem the mortgage in a particular event, had any legal validity. The action was brought by the administrator of a deceased mortgagor, claiming to redeem a policy of insurance, the subject of the mortgage. The defendants were the trustees of an insurance company. In the year 1879 the company advanced a sum of £10,000 to Earl Compton, the eldest son of the plaintiff, on the security of a reversionary interest in land contingent on his surviving his father. It was agreed that the lenders should, as an additional security, effect a policy of insurance for £34,500 on the life of Earl Compton against that of his father, that they should pay the premiums for the first five years, and after that, if the premiums were not paid by Earl Compton, they were authorized to pay them themselves, and add the amount paid to the debt. It was also provided that, if Earl Compton should die in his father's lifetime, the money recovered on the policy was to belong to the lenders absolutely. A policy was accordingly effected with the lending company in the names of their trustees, and the £10,000 was advanced. The policy was kept up by the defendants. Nothing was ever paid by Earl Compton, either by way of interest, premium, or otherwise. Earl Compton died in September, 1887, and the plaintiff was his administrator. The plaintiff brought this action to redeem the policy and obtain payment of the £34,500, less what should be found due from the estate of Earl Compton for principal, interest, premiums, and other proper charges. The defendants relied on the express stipulation that the policy and the sums thereby assured should, in the events which had happened, belong to the company, and it was contended that this stipulation was not within the mischief aimed at by the old equitable rule, "once a mortgage always a mortgage." There was no hardship on the mortgagor; on the contrary, he had received £10,000 and had paid nothing, and his administrator sought to get a further large amount from the persons who had lent the money and paid for the policy.

NORTH, J., held that the plaintiff was entitled to redeem the policy. The whole transaction was clearly a mortgage transaction, and the policy was part of the security. On principle the case must be looked at in the same way as if the insurance had been effected in some other office, in which case there would have been no loss to the mortgagees. So far as the loss arose in respect of the amount payable on the policy, that loss arose in the ordinary course of the company's business. On some policies loss occurred, on others gain, and there was no hardship in the fact that this particular policy had resulted in a loss.—COUNSEL, *Cracknanthorpe*, Q.C., and *R. Winslow; Sir Horace Davey*, Q.C., and *Edward Beaumont*. SOLICITORS, *H. T. Boodle; Wilde, Berger, & Moore.*

JAMES *v.* BOYTHORPE COLLIERY CO.—Stirling, J., 4th February.

COMPANY—WINDING UP—DEBENTURES ISSUED AT DIFFERENT TIMES, RANKING ACCORDING TO PRIORITY AND NOT PARI PASSU.

The Boythorpe Colliery Co. had under its original articles of association power to issue debentures to the extent of £15,000. This power had been exercised. The articles were afterwards altered so as to give the company power to make a further issue of debentures up to £45,000. This power had been partially exercised. The company was being wound up, and the assets were insufficient for payment of all the debentures in full. A summons was accordingly taken out to determine whether the two classes of debenture holders should be paid according to priority or *pari passu*. This summons now came on for hearing. It was contended, on behalf of holders of the second series of debentures, that all the debentures attached to the specific property of the company at the same time—namely, at the date of the winding up, and consequently ought to rank *pari passu*.

STIRLING, J., said that he agreed that although the debentures created a charge on the undertaking, yet they did not attach to the specific property of the company until the commencement of the winding up. He could not, however, follow the argument that because the debentures all attached at the same time they must therefore rank *pari passu*. In his opinion the debentures must take effect according to the date of issue.—COUNSEL, *Hastings*, Q.C., and *Hatfield Green; Beale*, Q.C., and *Ashton Cross; Eve; Dunham; Shakespeare; Buckley*, Q.C., and *Maidlow; Southall*. SOLICITORS, *Church, Rendell, & Co.*, for *Edward Westwood*, Birmingham; *Burton, Yeates, Hart, & Burton*, for *Johnson, Barclay, Johnson, & Rogers*, Birmingham; *Charles Robinson & Co.*, for *W. Shakespeare*, Birmingham *Sharpe, Parkers, & Co*, for *Ryland, Martineau, & Co.* Birmingham.

High Court—Queen's Bench Division.

REG. *v.* BRIDGE—5th February.

METROPOLITAN MAGISTRATE—METROPOLIS LOCAL MANAGEMENT ACT, 1855 (18 & 19 VICT. C. 120), S. 129—RIGHT TO REQUIRE MAGISTRATE TO STATE CASE—SUMMARY JURISDICTION ACT, 1879 (42 & 43 VICT. C. 49) S. 33.

This case raised an important question under the Metropolis Local Management Act, 1855, and the Summary Jurisdiction Acts as to the right of a person aggrieved by the decision of a magistrate to require him to state a case for the opinion of the High Court. A summons was issued by Mr. Frederick Gordon, as proprietor of the Hotel Metropole, against the vestry of St. Martin-in-the-Fields, asking that the vestry should be ordered to remove certain refuse from the hotel, and that the magistrate should decide whether the refuse was or was not "trade refuse." The application was made under section 129 of the Metropolis Local Management Act, 1855. The refuse consisted of "clinkers," produced by furnaces at the basement of the hotel, which were used to provide steam-power for heating the hotel, pumping water, cooking, &c. The vestry contended that these clinkers were "trade refuse" within section 128, and that the proprietors of the hotel ought to pay for their removal. The magistrate made the order asked for against the vestry, and refused to state a case for the opinion of the High Court, on the ground that his decision was final, and that the question of whether the clinkers were or were not "trade refuse" was a question of fact, and not a question of law. The vestry then obtained a rule *nisi* calling upon the magistrate to show cause why he should not state a case.

FRY, L.J., said that the magistrate must state a case. The application of the vestry had been refused on two grounds. It was said, first, that, under section 129 of the Metropolis Local Management Act, the decision of the magistrate was final; and, in the second place, that no question of law for the opinion of this court arose in this case. It was true that in 1855, when the Act was passed, the decision of the magistrate was final, but now, under the Summary Jurisdiction Act, 1879, a party could require the magistrate to state a case. In a large number of cases the decisions of magistrates were without appeal, but when the Act of 1879 was passed it was the intention of the Legislature that, where a question of law arose, it should come before the High Court for decision, and the Act of 1855 was to that extent modified by the Act of 1879. As to the second ground of the magistrate's refusal, a point of construction of a statute was a point of law. In some cases it might be that the words of the statute were clear, and the only dispute was as to the nature of a particular thing—whether it was the thing which was mentioned in the statute: that would be a question of fact. But here the difficulty arose on the meaning of the words "ashes" and "trade refuse" in the Act itself; and if these clinkers were ashes, the question would arise whether the vestry were bound to remove them. These were questions of law, and they must be raised by means of a case to be stated for the opinion of this court. MATHEW, J., agreed. Rule absolute.—COUNSEL, *Crump*, Q.C.; *Glen*. SOLICITORS, *Ingram, Harrison, & Ingram; Fladgates.*

ATTORNEY-GENERAL *v.* WINSTANLEY—31st January.

REVENUE—LEGACY OR SUCCESSION DUTY—WILL—DIRECTION TO SELL REAL ESTATE—CONVERSION.

The question in this case was whether the duty payable upon certain estate was legacy or succession duty. The facts were these:—The testatrix, by her will, after creating a life estate in her real property, devised the same to trustees upon the usual trusts for sale, with a power to postpone the sale at their discretion; the money to arise from the sale was to be held in trust for certain persons (the respondents), and there was a clause directing that, notwithstanding any postponement, the property was to be considered as converted from the time of the death of the testatrix. The beneficiaries elected to take the land in its original character as land, and it was accordingly conveyed to them upon the death of the tenant for life. They claimed to pay succession duty and not legacy duty upon it. It was argued on their behalf that in order to decide that question the condition of the property when it passed to the beneficiaries was to be looked at; and that if it was then land succession duty only was payable. *Attorney-General* v. *Mangles* (5 M. & W. 120) was relied on. For the Crown it was contended that the directions in the will amounted to a clear conversion, and that the exercise by the beneficiaries of their right to elect as to the condition in which they would take the property was immaterial: *Attorney-General* v. *Holford* (1 Price, 426); *Williamson* v. *The Advocate-General* (10 Cl. & F. 1).

POLLOCK, B., said that it was clear upon the authorities that a testator had power to convert land into money and money into land; as to the date when this conversion took place, *Williamson* v. *The Advocate-General* laid it down that the date of the death was the only time to be looked at. In this case it was necessary also to consider the rights of beneficiaries. Where there is a trust for sale of real estate they had an undoubted right to have the land conveyed to them by the trustees if it had not been already sold: *Seely* v. *Jago* (1 P. W. 389). In this case they had exercised that right, but that did not interfere with the declared intention of the testatrix that there should be a conversion. In *Attorney-General* v. *Mangles* there was a discretion vested in the trustees, and the testator's

will was not complete until that discretion had been exercised; but in the present case there was an absolute direction to convert. Judgment must be for the Crown. HAWKINS, J., agreed. The intention of the testator alone was to be looked at. The law on the subject was well stated by Bolland, B., in *Re Evans* (2 Cr. M. & R. 206). Judgment for the Crown.—COUNSEL, *Sir R. Webster*, A.G., and *Vaughan Hawkins; French*, Q.C., and *Lawson Walton*. SOLICITORS, *Solicitor of Inland Revenue; Field & Roscoe*, for *Mellor, Peel, & Hughes*, Liverpool.

JONES v. ROBERTS; GRIFFITHS (Claimant)—7th February.

BILL OF SALE—SCHEDULE—INVENTORY—PERSONAL CHATTELS—SPECIFIC DESCRIPTION—BILLS OF SALE ACT (1878) AMENDMENT ACT, 1882 (45 & 46 VICT. c. 43), s. 4.

The question in this case was whether certain farming stock included in a bill of sale was specifically described within the meaning of section 4 of the Bills of Sale Act (1878) Amendment Act, 1882. The grantor was the owner of a small farm in Wales, and, by the bill in question, he assigned the farming stock specified in the schedule; the words in the schedule were "all my farming stock, comprising four horses, five cows," and other animals, which were in each case described by means of their number and not in any other way. A creditor, who had obtained judgment against the grantor, levied execution upon the farming stock; the bill of sale holder claimed to be entitled to such of it as had not been brought on to the farm since the date of the bill of sale. The county court judge held that the bill of sale was good. The execution creditor contended, on appeal, that it was void as regards the farming stock for want of specific description under the requirements of section 4. The numbers of animals at the time of seizure by the sheriff did not correspond with their numbers as mentioned in the schedule; "four horses" could not be considered a sufficiently specific description of two mares, a horse, and a pony, which were what the sheriff found. *Carpenter* v. *Deen* (23 Q. B. D. 566) was relied on. For the bill of sale holder it was argued that a description by enumeration was the usual and businesslike description of beasts amongst farmers, and that that was enough. What was a "specific" description must depend on the circumstances in each case. *Roberts* v. *Roberts* (32 W. R. 605, 13 Q. B. D. 794) and *Cooper* v. *Huggins* (*ante*, p. 96) were cited.

FRY, L.J., said that this question of specific description in bills of sale was perpetually re-appearing and was always embarrassing, and he regretted having to decide it in the present case. The statute required that every bill of sale should have annexed to it a schedule containing an inventory of the personal chattels comprised in it, and should be void except as against the grantor in respect of any personal chattels not "specifically described" in the said schedule. He had not in any way changed the opinion that he had expressed in *Carpenter* v. *Deen*; this section was intended to assist in identifying the property included in a bill of sale. He had, also, he thought, been justified in holding that the necessary description varied according to the circumstances of each case. The question always was, was the description one which could reasonably be required to assist in identifying the particular property in question? In the present case the grantor was a small Welsh farmer, and he assigned his farming stock, comprising—and then there followed an enumeration of the beasts of each kind. His farming stock, in his lordship's opinion, meant all his farming stock, and the word "comprising" was used to introduce a mere enumeration of all that stock, four horses, and four only, and so on. Was that a specific description? He thought it was. There was no doubt (as there was in *Carpenter* v. *Deen*) of the locality; it was all the stock on one little farm, and that differentiated that stock from all other stock in the universe; it was as specific a description as one could reasonably expect. It was sufficient to diminish the difficulty of identifying the property in case an execution were put in. The appeal failed. MATHEW, J.—I am of the same opinion, and for the same reasons. Appeal dismissed.—COUNSEL, *Marshall; Cooper Willis*, Q.C., and *Lloyd*. SOLICITORS, *Chester & Co.*, for *Parry & Howells*, Pwllheli; *Nisbet & Daw*, for *Turner & Allanson*, Carnarvon.

REG. v. MILES—C. C. R., 8th February.

CRIMINAL LAW—MALICIOUS WOUNDING—PLEA OF AUTREFOIS CONVICT—SUMMARY CONVICTION FOR ASSAULT—OFFENCES AGAINST THE PERSON ACT, 1861 (24 & 25 VICT. c. 100), s. 45—SUMMARY JURISDICTION ACT, 1879 (42 & 43 VICT. c. 49), s. 16, SUB-SECTION 2.

The prisoner was indicted at the Central Criminal Court in four counts for malicious wounding, causing grievous bodily harm, assault occasioning actual bodily harm, and for a common assault. He put in a plea (which was established) that he had been previously convicted upon the same facts before a court of summary jurisdiction, and he claimed the benefit of section 45 of 24 & 25 Vict. c. 100. This section provides that in cases of assault a person who, "having been convicted, shall have paid the whole amount adjudged to be paid or shall have suffered the imprisonment awarded, in every such case he shall be released from all further or other proceedings, civil or criminal, for the same cause." In this case the magistrates had not inflicted either fine or imprisonment on the prisoner, but had, under the power given to them by section 16, sub-section (2), of the Summary Jurisdiction Act, 1879, discharged him upon his giving security to appear for sentence when called on. The prisoner was convicted upon the indictment, and this case was stated by the Recorder of the City of London for the purpose of having it decided whether the plea was a good one. The question argued before the court was whether the prisoner, not having undergone either of the punishments mentioned in section 45, could claim the benefit of that section. It was contended on behalf of the prisoner that section 16 of the Act of 1879 should be read into section 45 of the earlier Act, and that it was not necessary that the specified punishments should be inflicted. On the other side *Hartley* v. *Hindmarsh* (14 W. R. 862, L. R. 1 C. P. 553) was relied on.

THE COURT (Lord COLERIDGE, C.J., POLLOCK, B., HAWKINS, GRANTHAM, and CHARLES, JJ.) thought the conviction ought to be quashed, on the ground that the previous conviction before the magistrates was at common law, apart from the statute, a good bar to the subsequent indictment upon the same facts. They expressed a doubt as to whether they could have come to this conclusion had the case rested upon the statute alone.—COUNSEL, *Poland*, Q.C., and *Warburton; Lockwood*, Q.C., and *Besley*. SOLICITORS, *C. C. Sharman; Seely & Co.*

Solicitors' Cases

SOLICITOR ORDERED TO BE STRUCK OFF THE ROLLS.

7th February—CHARLES RIVERS DRAKE (57 and 58, Chancery-lane, London).

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on the 12th of February, Mr. Sidney Smith in the chair. The other directors present were:—Messrs. W. Berish Brook, H. Morten Cotton, John Hunter, J. H. Kays, R Pennington, Henry Roscoe, R. W. Tweedie, Frederic T. Woolbert, and J T. Scott (secretary). A sum of £320 was distributed in grants of relief, four new members were admitted to the association, and other general business was transacted.

LAW STUDENTS' JOURNAL.

RECENT RESULTS AT THE BAR AND SOLICITORS' EXAMINATIONS.

At the January intermediate examination, out of 169 candidates, as many as 120 passed. The percentage of failures, barely twenty-nine per cent., compares favourably with that reached at the final—viz., forty-one per cent. and over, for we notice that only 138 passed of the 237 who were examined; we have no doubt that the stiff character of the common law paper had something to do with the number of failures at the final. At the bar general seventy-six passed out of ninety-six, and in Roman law ninety-six out of 110 succeeded.

RECENT STUDENTS' CASES.

CONVEYANCING AND EQUITY.

Re ROBERTS (38 W. R. 225).—A solicitor cannot charge his client with profit costs for the preparation of a mortgage from the client to himself.

MACKENZIE *v.* CHILDERS (*ante*, p. 142).—Where a building estate is put up for auction in lots, and the conditions prescribe a particular class of villas to be erected, and covenants by each purchaser with the vendor to comply therewith, there is implied a covenant that the vendor will not allow the unsold lots to be used for a different purpose.

Re PYLE WORKS (*ante*, p. 181).—If expressly provided for by the memorandum or articles of association, a company can validly mortgage uncalled capital, and the mortgagee is entitled to be paid out of amounts called up by the official liquidator in preference to the ordinary creditors.

Re W. GILES (*ante*, p. 79) —The time for moving to set aside a final, not less than an interlocutory, order made in chambers, is limited to twenty-one days.

VAN GALDER, APSIMON, & Co. *v.* SOWERBY BRIDGE FLOUR SOCIETY (25 L. J. N. C. 7).—The mortgagor of a patent, on suing an infringer for damages and claiming an injunction, must join the mortgagee as co-plaintiff.

FIELD *v.* HOPKINS (25 L. J. N. C. 6).—A mortgage purported to allow the mortgagees, a solicitor and auctioneer, the same charges and remuneration for all business done as they would have been entitled to if they had not been mortgagees, but a fee paid by the solicitor-mortgagee to the auctioneer-mortgagee for valuation was disallowed, as an attempt to secure a collateral advantage.

Re GATLING GUN CO. (*ante*, p. 230).—There is nothing in the Companies Act, 1867, prohibiting a company from reducing some of its shares without reducing the others.

Re MANCHESTER ROYAL INFIRMARY (*ante*, p. 142.)—The Trust Investment Act, 1889, applies to charitable trusts.

Re WILLEY (*ante*, p. 180).—Under the Trustee Act, 1850, the court cannot appoint a person to discharge the duties of executors only.

Re METROPOLITAN COAL CONSUMERS' ASSOCIATION (*ante*, p. 154).—On rescission of a contract to take shares in a company, the successful applicant is entitled to four per cent. interest on the amount of any deposit paid for the shares.

COMMON LAW AND BANKRUPTCY, &c.

PARNELL *v.* WALTER (*ante*, p. 182).—In an action for libel the plaintiff cannot interrogate as to what was paid for the libellous matter and from whom it was obtained.

HODGSON *v.* BELL (55 L. T. 219).—In an action on contract for £173 defendant paid £101 to the plaintiff as a condition precedent for leave to defend; held, that the action for the remaining £72 could be transferred to the county court.

SOUTHERN COUNTIES DEPOSIT BANK *v.* FARQUHAR (*ante*, p. 182).—A plaintiff is not allowed to sign judgment under order 14 against a married

woman until he has proved that at the date of the contract she possessed separate estate it can reasonably be supposed she intended to bind.

PAIN *v.* BROUGHTWOOD (*ante*, p. 214).—It is not necessary to show *mens rea* to convict an offender under section 9 of the Sale of Food and Drugs Act, 1875.

PROBATE, DIVORCE, ADMIRALTY, &c.

BUTLER *v.* BUTLER (*ante*, p. 194).—An agreement between husband and wife to withhold from the court pertinent and material facts which might have been adduced in evidence in support of a counter-charge against the petitioner, amounts to collusion, even though the suppressed facts might not have been sufficient to establish the charge.

BENYON *v.* BENYON AND O'CALLAGHAN (reported elsewhere).—The court will not review an order varying settlements after a divorce on account of circumstances which have arisen after the order.

IN THE GOODS OF JULIA WHAITES (25 L. J. N. C. 5).—On a married woman dying intestate and her husband being bankrupt, the official receiver should apply for administration by summons for a grant under section 73 of the Probate Act.

SMART *v.* TRANTER (*ants*, p. 220).—When a married woman's will bequeaths property which she has no power to dispose of, but to which the husband is entitled on taking out administration in case she made no will, the husband need not take steps to recall the probate granted to the executors, but can sue them in respect of the interest vested in him.

Re THE GOODS OF COVELL (38 W. R. 79).—On the disappearance of an administrator *de bonis non*, the grant may be revoked and a similar grant made to some other residuary legatee of the original testator.

"THE VINDOMORA" (38 W. R. 69).—There is no general rule of navigation that in a fog a vessel is not to alter her helm.

LEGAL NEWS.

OBITUARY.

Serjeant HENRY TINDAL ATKINSON, many years a judge of county courts, who died at his residence, Uplands, Wimborne, on the 4th inst., was the second son of Mr. George Atkinson. He was called to the bar at the Middle Temple in Hilary Term, 1844, and he was formerly a member of the Northern Circuit. He had for many years a large criminal practice at the Old Bailey and elsewhere, and he also practised in the Mayor's Court, and he was extensively engaged in licensing business. He was created a serjeant-at-law in 1864, and on the re-arrangement of the assizes in the same year he became a member of the Midland Circuit. In 1868 he was a boundary commissioner under the Redistribution of Seats Act, and in 1870 he was appointed by Lord Hatherley to the judgeship of county courts for Circuit No. 28 (Central Wales). In the following year he was transferred to Circuit No 12, comprising Halifax and other important towns in the West Riding (a part of the business at Leeds being afterwards added), and in 1875 he was appointed to Circuit No. 55, comprising Salisbury and Dorsetshire and parts of Hampshire and Somersetshire. He was an able and efficient judge, and was greatly esteemed by the legal profession in each of the circuits in which he was engaged. About a year ago, in consequence of failing health, he retired on a pension. Mr. Serjeant Atkinson had been for many years a widower, and he leaves a large family.

Mr. JAMES HENRY KNIGHT, solicitor and notary (of the firm of Knight & Underwood), of Hereford, died on the 3rd inst. from influenza, followed by pneumonia. Mr. Knight was admitted a solicitor in 1862. He was associated in partnership with Mr. Edward Morgan Underwood. He was a notary public, and he had been for many years chapter clerk of Hereford Cathedral. Mr. Knight had filled the office of Mayor of Hereford. He was a magistrate for the city and one of the borough aldermen.

Mr. GEORGE HENDERSON, solicitor (of the firm of Henderson & Buckle), of 24, Fenchurch-street, died on the 3rd inst., after a short illness, at the age of eighty-seven. Mr. Henderson was admitted a solicitor in 1824, and he had ever since practised in the City of London. Shortly after his admission he was appointed clerk to the Horners' Company, and he held that office until his death. He had a good private practice. He had been for several years associated in partnership with Mr. Frederick Buckle. Notwithstanding his advanced age, Mr. Henderson was engaged in professional business till within three days of his death.

Mr. HENRY DYNE, solicitor (of the firm of Dyne & Muller), of Bruton and Shepton Mallet, died at Bruton on the 5th inst., at the age of seventy-five, from congestion of the lungs. Mr. Dyne was admitted a solicitor in 1836. He had been for several years associated in partnership with Mr. William Muller, who is coroner for South-East Somersetshire and clerk to the Shepton Mallet Highway Board, the firm having offices both at Bruton and at Shepton Mallet Mr. Dyne was a perpetual commissioner for Somersetshire, and he had been for many years clerk to the county magistrates at Shepton Mallet. He was formerly captain in the Bruton Volunteer Rifle Corps, and he was for many years honorary secretary to the Bruton Agricultural Society.

Mr. WILLIAM MARSHALL, solicitor, of Ely, died on the 7th inst., in his seventy-fifth year. Mr. Marshall was the eldest son of Mr. William Marshall, solicitor, of Ely, and was admitted a solicitor in 1836, and he had practised at Ely for more than half a century. He was a perpetual commissioner for Cambridgeshire, and he had an extensive private practice. He had been for forty years coroner for the Isle of Ely, and he was formerly clerk to the Ely Board of Guardians. He was also superintendent-registrar of births, deaths, and marriages for the Ely District, clerk to the Ely Local Board and the Ely Burial Board, clerk to the Trustees of Bishop Laney's Charity, and auditor to the Bedford Level Commission.

Mr. GORDEN DAYMAN, solicitor (of the firm of Dayman & Walsh), of Oxford and Bicester, died at his residence at Summerstown, near Oxford, on the 7th inst., at the age of seventy. Mr. Dayman was admitted a solicitor in 1841, and he had for many years practised at Oxford and Bicester in partnership with Mr. Percival Walsh, who is registrar of the Oxford County Court. Mr. Dayman was a perpetual commissioner for Oxfordshire and Berkshire, and he had held many important appointments. He was for forty years county treasurer for Oxfordshire, and he was formerly clerk to the Oxford Market Committee, to the county magistrates for the Bullingdon Division, and to the Bullingdon Highway Board, and deputy-registrar of the Archdeaconries of Oxford and Berkshire. Mr. Dayman was unmarried.

APPOINTMENTS.

Mr. ROLAND BOWDLER VAUGHAN WILLIAMS, Q.C., has been appointed a Judge of the Queen's Bench Division, in succession to the late Mr. Justice Manisty. Mr. Justice Williams is the son of the Right Hon. Sir Edward Vaughan Williams, many years a judge of the Court of Common Pleas, and was born in 1838. He was educated at Westminster and at Christ Church, Oxford, where he graduated second class in Law and Modern History in 1860. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1864, and he has practised on the South-Eastern Circuit. He was created a Queen's Counsel in 1889, and he has since acted as a commissioner of assize. Mr. Justice Williams is the author of a work on the Law of Bankruptcy, and he has edited Williams on Executors.

Mr. JAMES PARKER SMITH, barrister, who has been elected M.P. for the Partick Division of Lanarkshire in the Liberal Unionist interest, is the eldest son of Mr. Archibald Smith, barrister, his mother having been a daughter of Vice-Chancellor Sir James Parker. He was born in 1855. He was educated at Winchester, and he was formerly a fellow of Trinity College, Cambridge, where he graduated as fourth wrangler and second Smith's Prizeman in 1877. He was called to the bar at Lincoln's-inn in November, 1880, and he was formerly a member of the Oxford Circuit.

Mr. HENRY KIRKE, stipendiary magistrate in British Guiana, has been appointed to act as Attorney-General of Jamaica. Mr. Kirke is the only son of Mr. Henry Kirke, of Chapel-le-Frith, Derbyshire, and was educated at Wadham College, Oxford. He was called to the bar at the Inner Temple in Hilary Term, 1868, and he was formerly a member of the Midland Circuit. He was appointed a stipendiary magistrate in British Guiana in 1872, and Sheriff of Essequibo in 1877. He has acted as a puisne judge of the Supreme Court of British Guiana.

Mr. JAMES LYON WHITTLE, solicitor, of Warrington, has been elected Town Clerk of that borough. Mr. Whittle has for several years held the office of deputy town clerk. He was admitted a solicitor in 1885.

Mr. THOMAS HENRY WOODHAM, solicitor, of Winchester, has been appointed County Clerk for Hampshire. Mr. Woodham is the son of Mr. Thomas Burnett Woodham, clerk to the county magistrates at Winchester. He was admitted a solicitor in 1885.

Mr. CHARLES CRANK SHARMAN, solicitor, of Stratford and Chelmsford, has been appointed Solicitor to the Fifth West Ham Benefit Building Society, in succession to the late Mr. George Alfred Sedgwick. Mr. Sharman was admitted a solicitor in 1888.

Mr. THOMAS CLARKE, solicitor, of Fleetwood, has been appointed Clerk to the Garstang Highway Board. Mr. Clarke was admitted a solicitor in 1887.

Mr. JOHN CHRYNE, advocate, Sheriff of Renfrewshire and Buteshire, has been appointed Chairman of the Boundary Commission for Scotland.

Mr. GEORGE DUNNING CANN, solicitor, of Exeter, has been appointed a Commissioner for Oaths.

CHANGES IN PARTNERSHIP.

DISSOLUTION.

WILLIAM TOY and WILLIAM BROADBENT, solicitors (Toy & Broadbent), Ashton-under-Lyne, Mossley, Manchester, and Saddleworth. July 1, 1879. Since which date William Toy has had no interest in or connection with the said business as carried on at the above-named places, the same having been carried on by the said William Broadbent alone on his own account. [*Gazette*, Feb. 7.

GENERAL.

Mr. Justice Vaughan Williams took the oaths and was sworn in a judge of the High Court of Justice before the Lord Chancellor in his lordship's private room in the House of Lords on Wednesday. The newly-appointed judge took his seat in court on Thursday.

It is stated that the result of an inquiry instituted by the Governor-General of India into the cost of justice in India shews that only in Bengal does the administration of civil justice yield a surplus of profit to the State; the excess of receipts over expenditure amounting in this case to Rx. 147,500 (Rx. 1=Rs. 10) for one year. In Madras the receipts and charges are about equal. In all other provinces the charges are largely in excess of the receipts, the total deficit for the whole of India being Rx. 125,000 for one year.

In *Moss* v. *Sanger*, Supreme Court of Texas, says the *Albany Law*

Journal, counsel in his closing argument was allowed to say: "This is a deliberate scheme to swindle and defraud, gotten up by a Jew, a Dutchman and a lawyer," describing one party as "the old he-Jew of all, who, no doubt, planned the whole thing. All Jews, or Dutch Jews, and that is worse." Held, that the verdict should be reversed, it appearing from the evidence that the language might have prejudiced the jury.

The following questions have been submitted to the Attorney-General and Mr. Hugh Fraser by the Country Brewers' Society:—(1) Whether licensing justices on the application for a grant or for a renewal of a licence, have power to exclude the public either as a general rule or in individual cases, and under any and what circumstances? (2) Whether the court of quarter sessions, on the hearing of any application as to licensing matters, has such power to exclude the public? (3) Whether the confirming authority has any such power or not, either under the special power to make rules under the Licensing Act or otherwise? (4) What course should be taken in the event of licensing justices or court of quarter sessions or the confirming authority excluding the public and hearing a case in private? (5) Generally to advise thereon. The opinion of counsel is as follows:—(1) We are of opinion that the licensing justices, on the application for a grant, or for a renewal of a licence, have no power to exclude the general public provided that they do not interrupt the proceedings. The justices might exclude a particular portion of the public, such as women and children, where evidence of an indecent character difficult to bring out in detail before them is to be given. Upon an application of the kind referred to, however, such a case is not likely to occur. 2. The court of quarter sessions has not, in our opinion, on the hearing of any application as to licensing matters, any such power to exclude the public except under the circumstances above referred to. 3. We think that, subject to the qualifications noticed above, the confirming authority has no such power, either under the special authority to make rules under the Licensing Acts, or otherwise. 4. In the event of licensing justices, or a court of quarter sessions, or the confirming authority, ordering the public to be excluded, the legality of such a course might be tested by any member of the public refusing to leave the court, and upon his being ejected by force he could bring an action for assault against the officer so ejecting him, and the magistrate by whose order he was forcibly ejected. In the event of the public being unable to gain admission to the court, or in the event of the application being heard and determined after the public has been excluded, the question could be raised by an application to the Queen's Bench Division for a rule under 11 & 12 Vict. c. 44, s 5, calling upon the justices to shew cause why they should not hear and determine in open court the application for the grant or renewal of the licence. 5. In all the above cases the magistrates are sitting as a court of justice, and are exercising judicial functions, and therefore, except under the special circumstances mentioned in paragraph 1 above, their proceedings ought not to be private but ought to be public. "It is one of the essential qualities of a court of justice that its proceedings should be public, and that all parties who may be desirous of hearing what is going on, if there be room in the place for that purpose—provided they do not interrupt the proceedings, and provided there is no special reason why they should be removed—have a right to be present for the purpose of hearing what is going on" (*per* Justice Bayley in *Daubney* v. *Cooper*, 10 B. & C. 240). From the report of the judgment (*ibid.*, p. 239) it appears that Lord Chief Justice Tenterden was of the same opinion. This view of the law was confirmed by the provisions of the Summary Jurisdiction Act, 1879 (42 & 43 Vict. c. 49), s. 20 (1), and the Interpretation Act, 1889 (52 & 53 Vict. c. 53), s. 13 (11), by virtue of which we think that the justices are bound to sit in open court on the hearing of an application of the kind in question.—RICHARD E. WEBSTER, HUGH FRASER, Temple, E.C., Jan 30.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, Feb. 17	Mr. Beal	Mr. Rolt	Mr. Godfrey
Tuesday 18	Pugh	Farmer	Leach
Wednesday 19	Beal	Rolt	Godfrey
Thursday 20	Pugh	Farmer	Leach
Friday 21	Beal	Rolt	Godfrey
Saturday 22	Pugh	Farmer	Leach
	Mr. Justice North.	Mr. Justice Stirling.	Mr. Justice Kekewich.
Monday, Feb. 17	Mr. Jackson	Mr. Carrington	Mr. Ward
Tuesday 18	Clowes	Lavie	Pemberton
Wednesday 19	Jackson	Carrington	Ward
Thursday 20	Clowes	Lavie	Pemberton
Friday 21	Jackson	Carrington	Ward
Saturday 22	Clowes	Lavie	Pemberton

WINDING UP NOTICES.

London Gazette.—FRIDAY, Feb. 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AUTOMATIC FIRE PROOF CURTAIN CO, LIMITED—Petn for winding up, presented Jan 20, directed to be heard before Stirling, J, on Saturday, Feb 15 Wyatt & Barraud, St Mildred's ct, petners in person

BRITISH AND NEW ZEALAND MORTGAGE AND AGENCY CO, LIMITED—Chitty, J, has fixed Friday, Feb 14, at 11, at his chambers, for the appointment of an official liquidator

CITY OF DUNEDIN SUBURBAN GAS CO, LIMITED—Creditors are required, on or before March 3, to send their names and addresses, and the particulars of their debts or claims, to Essex White Layton, 2, East India avenue Monday, March 17, at 12, is appointed for hearing and adjudicating upon the debts and claims

LONDON AND TRANSVAAL SYNDICATE, LIMITED—Petn for winding up, presented Feb 3, directed to be heard before Chitty, J, on Feb 15 Clulow, Gracechurch st, solor for petner

NEW BOUNDS GREEN POTTERY, LIMITED—Petn for winding up, presented Feb 3, directed to be heard before Stirling, J, on Saturday, Feb 15 Webb & Co, Essex st, Strand, solors for petners

NORTH SPANISH SILVER MINES, LIMITED—Petn for winding up, presented Feb 5, directed to be heard before Kay, J, on Saturday, Feb 15 Warmington, Walbrook, agent for Evans & Davies, Newport, solors for petner

OPERA, LIMITED—By an order made by Kay, J, dated Feb 1, it was ordered that the opera be wound up Boxall & Boxall, Chancery lane, solors for petners

SHERMAN IRON AND STEEL TREATING CO, LIMITED—Kay, J, has fixed Saturday, Feb 15, at 12, at his chambers, for the appointment of an official liquidator

SHERMAN IRON AND STEEL TREATING CO (FOREIGN PATENTS), LIMITED—Kay, J, has fixed Saturday, Feb 15, at 12, at his chambers, for the appointment of an official liquidator

SOUTHWARK FOUNDRY CO, LIMITED—Petn for winding up, presented Feb 4, directed to be heard before North, J, on Saturday, Feb 15 Browne & Co, Church ct, Old Jewry, solors for petners

STEVENS MOTOR SYNDICATE, LIMITED—Petn for winding up, presented Feb 6, directed to be heard before Chitty, J, on Saturday, Feb 15 Lovell & Trimnell, Monument bldgs, petners in person

THE RHOSHIRWAEN COAL AND MINING CO, LIMITED—Creditors are required, on or before March 7, to send their names and addresses, and the particulars of their debts or claims, to William George, Morvin House, Criccieth, Carnarvon

UNLIMITED IN CHANCERY.

NORTH LONDON TRAMWAYS CO—North, J. has fixed Monday, Feb 17, at 1, at his chambers, for the appointment of an official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

TIMES MANUFACTURING CO, LIMITED—Petn for winding up, presented Feb 3, directed to be heard before Bristowe, VC, on Monday, Feb 24, at 10.30, at the Assize Courts, Strangeways, Manchester Bowden & Walker, Manchester, solors for petners

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY FISHMONGERS AND POULTERERS' TRADE SOCIETY, Subscription Room, Billingsgate Market Feb 3

MINERS BLOXWICH CHURCH OF ENGLAND BENEFIT SOCIETY, National Schoolroom, Bloxwich, Walsall, Stafford Feb 3

London Gazette.—TUESDAY, Feb. 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ABBEY MILLS DISTILLERY, LIMITED—By an order made by Chitty, J, dated Feb 1, it was ordered that the distillery be wound up Newman & Co, Abchurch lane, solors for petner

GENERAL TRUST, LIMITED—Petn for winding up, presented Feb 8, directed to be heard before North, J, on Saturday, Feb 22 Ellis & Co, College hill, solors for petners

GOLD FIELD OF APPOLONIA MINING CO, LIMITED—By an order made by Chitty, J, dated Feb 1, it was ordered that the company be wound up Pritchard & Co, Painters' Hall, agents for Brabner & Court, Liverpool, solors for petner

MOLDACOT ROYALTIES TRUST, LIMITED—Chitty, J, has, by an order dated Jan 24, appointed Edward Llewellyn Ernest, 31, Queen Victoria st, to be official liquidator

NORTH AUSTRALIAN TERRITORY CO, LIMITED—Petn for winding up, presented Feb 6, directed to be heard before Kay, J, on Saturday, Feb 22 Saunders & Co, Coleman st, solors for petner

PATENT LATH, SPLINT, AND MATCH SYNDICATE, LIMITED—By an order made by Kay, J, dated Feb 1, it was ordered that the syndicate be wound up Munns & Longden, Old Jewry, solors for petner

PATTLOS RAILWAY CO, LIMITED—Chitty, J, has, by an order dated Jan 20, appointed Edwin Waterhouse, 44, Gresham st, to be official liquidator

THE "BOTHWELL CASTLE" STEAMSHIP OWNERS, LIMITED—Creditors are required, on or before April 2, to send their names and addresses, and the particulars of their debts or claims, to Henry Edward Lidiard, 108, Fenchurch st

THE EQUITABLE MUTUAL INVESTMENT ASSOCIATION, LIMITED—Creditors are required, on or before March 12, to send their names and addresses, and the particulars of their debts or claims, to Sidney Chapman, 10, Pancras lane

THE GOOLE SEAMEN'S UNION SUPPLY STORES, LIMITED—Creditors are required, on or before March 18, to send their names and addresses, and the particulars of their debts or claims, to George William Townend, Goole Everatt, Goole, solor for liquidator

THE KILKIVAN MINES (QUEENSLAND), LIMITED—Creditors are required, on or before May 3, to send their names and addresses, and particulars of their debts or claims, to James H Brown, 4, Coleman st

THE RUBY AND DUNDERBERG CONSOLIDATED MINING CO (1885), LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and particulars of their debts or claims, to J Forster Hamilton, 22, St Mary Axe

WEST CHESHIRE DAIRY CO, LIMITED—Chitty, J, has fixed Wednesday, Feb 19, at 12, at his chambers, for the appointment of an official liquidator

W J BARRON & SONS, LIMITED—Chitty, J, has fixed Thursday, Feb 20, at 12, at his chambers, for the appointment of an official liquidator

UNLIMITED IN CHANCERY.

TAUNTON WESLEYAN COLLEGIATE INSTITUTION—Creditors are required, on or before March 6, to send their names and addresses, and particulars of their debts or claims, to Cuthbert Rodham Morris, North Curry, Somerset, Auctioneer. Thursday, March 13, at 12, is appointed for hearing and adjudicating upon the debts and claims

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

E. M. DAVIS & CO, LIMITED—Petn for winding up, presented Feb 10, directed to be heard before Bristowe, V.C., at St George's Hall, Liverpool, on Thursday, Feb 20. Cann & Son, Fenchurch st, agents for McGowen & Hordern, Liverpool, solors for petner

FRIENDLY SOCIETIES DISSOLVED.

KIRKDALE CONSERVATIVE ASSOCIATION MUTUAL BENEFIT SOCIETY, 120, Fountains rd, Liverpool. Feb 4

SUSPENDED FOR THREE MONTHS.

LODGE UNITY, 1, United Porters Friendly Society, Bethel, Castle st, Plymouth. Feb 6

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 31.

FERGUSON, JOHN, Trysull, nr Wolverhampton, Farmer. March 1. Ferguson v Ferguson, Stirling, J. Gatis, Wolverhampton

SAUL, ROBERT Oakfield, Arnside, Westmorland, Yeoman. Feb 28. Saul v Watson, North, J. Watson, Kendal

London Gazette.—TUESDAY, Feb. 4.

BUDD, RALPH, Oakdene, Burgess hill, Sussex, retired General. March 1. Cambridge v Budd, Stirling, J. Bevir, Devereux chmbrs, Temple

CHAMBERLAIN, FRANCES, Nottingham. March 1. Webster v Gilbert, Stirling, J. Clinton & Co, Chancery lane

FRAZER, ANN, Park cres, Portland pl. Feb 28. Guthrie v Frazer, Chitty, J. Dawes, Angel ct, Throgmorton st

TURNBULL, THOMAS, Pallinsburn Dairy Farm, nr Cornhill on Tweed, Farmer. March 11. Carmichael & Sons v Turnbull, Chitty, J. Weatherhead, Berwick on Tweed

London Gazette.—FRIDAY, Feb. 7.

BLACK, HENRY MARIUS ALEXANDER, George Town, Demerara, British Guiana. March 4. Willems v Barr, Stirling, J. Champion, Ironmonger lane

JESSON, WILLIAM JOHN, Lower Shadwell, Miller. March 10. Huskisson v Jesson, Stirling, J. Young, Mark lane

TOWNSON, WILLIAM, Ambleside, Westmorland, Innkeeper. March 11. Sly v Townson, Chitty, J. Garnett, Lancaster House, Savoy, Strand

London Gazette.—TUESDAY, Feb. 11.

FORD, JOHN, Portland Lawn, Leamington, Esq. March 10. Gilbert v Gilbert, Stirling, J. Wright, Leamington

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Jan. 28.

BABINGTON, JAMES PELLY, West Malling, Kent, Esq. Feb 28. Walker & Co, Theobald's rd, Gray's inn

BARRETT, EMILY, Balham Park rd. March 5. Cooper & Bake, Portman st, Portman sq

BENNETT, JOHN, Stratford, Essex, Licensed Victualler. March 10. Sedgwick & Sharman, Broadway, Stratford

BULCOCK, MARY JANE, Preston. March 1. Jeans & Co, Warrington

CLARY, WILLIAM, Goldhawk rd, Hammersmith, Licensed Victualler. March 1. Tilling, Devonshire chmbrs, Bishopsgate st

CROXFORD, ERNEST ALBERT, Brighton, Grocer. Feb 21. Nye, Brighton

DAVY, ANN, Accrington, Lancs. Feb 8. Nowell, Burnley

DODSWORTH, RACHEL, Newbiggin st, York. March 1. E. and J. Peters, York

FLEWITT, MARY, Hartington terrace, Manchester. March 1. Blinkhorn, Manchester

FORBES, JOHN FRASER, Ladbroke rd, Notting Hill, Clerk in Holy Orders. March 15. Burrows, Ramsgate

FRENCH, BEAL, Eltham, Kent, Gent. March 10. French, Crutchedfriars

GARNETT, THOMAS, Kendal, Gent. March 1. Garnett, Barrow in Furness

GIBBS, RICHARD, Weybridge, Surrey, Esq. Feb 28. Miller & Co, Copthall crt

GOLLAND, SMITH, Manchester, Managing Director of Lloyd's Packing Co, Lim. Feb 28. Dendy & Paterson, Manchester

HARMAN, HENRY, Shelgate rd, Battersea Rise, Gent. March 1. Baily, Dartford, Kent

HARVEY, JOHN, East Stonehouse, Devon, Gent. March 1. Greenway & Son, Plymouth

HOLLAND, MARY, Pickhill, nr Wrexham, Denbigh. March 1. James & James, Wrexham

JACKSON, ANN, Hartford, Chester. Feb 6. Trafford & Cook, Northwich

JACKSON, ISAAC, Yealand Conyers, Lancs, Innkeeper. Feb 8. Sharp & Son Lancaster

JENNINGS, ROBERT, Clare st, Clare Market, Licenced Victualler's Assistant. Feb 28. Kendall & Co, Carey st, Lincoln's inn

JONES, HYAM, Westbourne ter. March 1. Tatham & Co, Old Broad st

KIBBLER, WILLIAM, Birmingham, Builder. Feb 28. Lane & Clutterbuck, Birmingham

KIMBELL, HENRY DEAVOL, Knowle, Warwick, Chemist. Feb 28. Lane & Clutterbuck, Birmingham

LINTON, JAMES KEATING, Layham, Suffolk, Esq. March 1. Grimwade, Hadleigh

MARLOW, JOSIAH, Birmingham, Wine Merchant. Feb 28. Lane & Clutterbuck, Birmingham

MAXWELL, CHARLES, Wyddial, Herts, Clerk in Holy Orders. March 17. Chalmers Hunt, Ware

MOORHOUSE, JAMES FIRTH, Moss Side, Manchester, Gent. Feb 28. Dixon & Linnell, Manchester

MORGAN, ELLEN, Quarndon, Derby. Feb 28. Lane & Clutterbuck, Birmingham

PHILLIPS, CHARLES, Banbury, Oxon, Gent. Feb 25. Bliss, Banbury

PLUMTREE, JOHN, Lincoln, Gent. March 31. Tweed & Co, Lincoln

PROCTOR, DANIEL, Wballey Range, nr Manchester, Esq. March 15. Ormerod & Allen, Manchester

ROBERTS, SARAH, Malvern Wells, Worcester Feb 28. Wilkins, Chipping Norton, Oxon

SHORT, WILLIAM WALTER, St Leonards on Sea, Sussex, Esq. March 10. Wynne & Son, Lincoln's inn fields

SMITH, HARRIET MIRIAM, Carlyle sq, Chelsea. Feb 28. Wyles, Stone bldgs, Lincoln's inn

STANTON, HETTY, South parade, Trafalgar sq, Chelsea. Feb 12 Gery, Vere st, Oxford st

STEPHENSON, JOHN BERNARD, Beverley, Yorks, Gent. March 7. Stephenson, Hull

STEPHENSON, MARY, Addison rd N. March 6. Lovett & Co, King William st

TUKE, THOMAS, Kingston-upon-Hull, Builder. March 8. Thorney & Son, Hull

VERNER, THOMAS ALEXANDER, Maison Antoine, Biarritz. Feb 24. Hunters & Haynes, New sq, Lincoln's inn

WALKER, WILLIAM, Ashton-upon-Ribble, nr Preston, Gent. Feb 22. Clarke, Preston

WHITE, SAMUEL, sen, Birmingham, Beer Retailer. Feb 28. Lane & Clutterbuck, Birmingham

WOOD, ALFRED HOPE, Hastings, Gent. Feb 25. Young & Son, Hastings

London Gazette.—FRIDAY, Jan. 31.

ADDAMS, FRANCIS HOLLAND, Babbacombe, Torquay, Clerk in Holy Orders. March 1. Henly, Caine, Wilts

ASHCROFT, JAMES, St Helens, Lancs, Licensed Victualler. March 1. Massey, St Helens

ASHORTH, JOHN, Oldham. March 4. Standring & Co, Rochdale

BACON, WILLIAM, Southport, Engineer. March 31. Buck & Co, Southport

BUMSTEAD, GEORGIANA, Hastings. March 6. Meadows & Co, Hastings

CAPE, GEORGE AUGUSTUS, Old Jewry, Accountant. April 1. Hughes & Co, Budge row, Cannon st

CODRINGTON, FRANCES EMILY, Bath. March 31. Gill & Bush, Bath

CODRINGTON, JANE WEBBER, Bath. March 31. Gill & Bush, Bath

CODRINGTON, MARY LUCAS, Bath. March 31. Gill & Bush, Bath

CODRINGTON, SARAH, Bath. March 31. Gill & Bush, Bath

CRAVEN, JAMES, York, Gent. March 19. Shaftoe, York

CROUCH, JOSEPH, Dunton, Beds, Farmer. March 31. Hooper & Co, Biggleswade

DAVIS, GABRIEL, Littlemore, Oxon, Gent. Feb 28. Bartletts & D'Almaine Abingdon, Berks

DENMAN, THOMAS WOODCOCK, LL.B., Inner Temple, Barrister at Law. May 31. Nevill, Furnival's inn

DENNETT, JOSEPH, East Retford, Notts, Hotel Proprietor. March 14. Mee & Co, Retford

DEXTER, MILLICENT BINNS, Bolingbroke House, Wandsworth common. March 12. Woodbridge & Sons, Serjeants' inn, Fleet st

DOULTON, JAMES DUNEAU, High st, Lambeth, Potter. March 14. Vandercom & Co, Bush lane

FLATTERY, ANN, Granby st, Leicester. March 1. Haxby & Partridge, Leicester

FREEMAN, WALTER NICHOLAS, St Leonards on Sea, Tea Grocer. March 1. Hayward & Sons, Needham Market, Suffolk

GREENWOOD, HANNAH, St George's row, Ebury bridge. March 15. Grundy & Co, Queen Victoria st

HAND, HENRY, Southampton, Commander R.N. March 15. Wynne & Son, Lincoln's inn fields

HARRIS, JANE, Patshull rd, Kentish Town. March 1. Hughes & Sons, Chapel st, Bedford row

HARRISON, JOSEPH, Cheetham hill, Manchester, Manager. March 25. Phythian & Bland, Manchester

HIME, ROBERT DOUGLAS, Avenue Victor Hugo, Paris, formerly Bengal Covenanted Civil Service. March 1. Littledale & Lefroy, King's Bench walk, Temple

JENSEN, SARAH, Kingston upon Hull. March 15. Jackson, Hull

KNIGHT, JOHN, Seven Sisters rd, Holloway, Builder. March 15. Scott, Austinfriars

KYTE, CHARLES HENRY, New Basford, Nottingham, Grocer. Feb 21. Wells & Hind, Nottingham

LEIGHTON, HONORIA FLORA, Charlton Kings, Cheltenham. Feb 28. Leighton, Clement's inn

LORD, SAMUEL, Marland, Rochdale, Licensed Victualler. March 3. Jacksons & Godby, Rochdale

MAY, SARAH HESLOP, Bournemouth. Feb 28. Batten, Yeovil

MCGOUN, MARIA, Otley, Yorks. March 1. Tennant & Barret, Leeds and Otley

MEDHURST, SARAH ELIZABETH, Bexley Heath, Kent. Feb 25. Carnegie, Bucklersbury and Bexley Heath

MOSES, CAROLINE, Westbourne ter, Hyde pk. March 7. Emanuel & Simmonds, Finsbury circus

OLIVER, WILLIAM HENRY, Lincoln's inn fields, Solicitor. March 25. Gregson, Angel ct, Throgmorton st

PARNELL, GERVAS, Fetcham, Surrey, Esq. March 17. Drake & Co, Rood lane, Fenchurch st

PITKIN, WILLIAM JOSIAH EBENEZER, Ventnor, I W, Licensed Victualler. April 3. Foster, Queen st place

POOLE, EDWARD, Richmond, Surrey, Gent. March 1. Layton & Co, Budge row, Cannon st

READ, JOHN, Shearsby, Leicestershire, Fellmonger. April 12. Watson & Channer, Lutterworth

ROBERTS, SARAH, Malvern Wells, Worcestershire. Feb 28. Wilkins, Chipping Norton, Oxon

SHARMAN, JOHN, Gipsy rd, West Norwood, Surgeon. March 7. Marshall, Lincoln's inn

SWANN, CHARLES, Marks Tey, Essex, Farmer. March 14. Wiltshire & Son, Great Yarmouth

TAYLOR, JAMES, Forest rd, Dalston. March 10. Drake & Co, Rood lane

TOLLET, ELLEN HARRIET, Harley st. March 25. Hammond, Lincoln's inn fields

TOMKIN, Rev JAMES WRIGHT, Raydon, Suffolk, Clerk. Feb 18. Josselyn & Sons, Ipswich

TUKE, THOMAS, Kingston upon Hull, Builder. March 8. Thorney & Son, Hull

WHITAKER, SAMUEL EMSLEY, Strand Theatre, Comedian. March 25. Rooke & Sons, Lincoln's inn fields

WINTLE, EDMUND HENRY CULLEN, Gatestone rd, Upper Norwood, retired General in H. M.'s Indian Army. March 1. Desborough & Sons, Finsbury pavement

London Gazette.—TUESDAY, Feb. 4.

BAGOT, MATILDA, Chichester. March 3. Peake & Co, Bedford row

BALMER, WILLIAM, Tranmere, Chester, Gent. March 31. Morecroft, Liverpool

BOWEN, JOHN, Emscote, Warwick, Esq. March 1. J. E. Bowen, Wellington st, Slough

BUTCHERS, EMMA, Croydon, Surrey. March 6. Smith & Son, Furnival's inn, Holborn

CASSELL, JAMES ROBERT, Billiter sq, Auctioneer. March 17. Druces & Attlee Billiter sq

COPSON, JAMES, Stockingford, nr Nuneaton, Victualler. March 5. Ward, Dudley

CROUCH, JOSEPH, Dunton, Beds, Farmer. March 31. Hooper & Co, Biggleswade

DART, RICHARD, Bedford st, Strand, Coach Lace Maker. March 15. Ellis & Ellis, Delahay st, Westminster

FALLOWS, THOMAS, Manchester, Restaurant Keeper. March 18. Minor, Manchester

GLENISTER, ELIZABETH, Bourne End, Herts. March 1. Roberts, Alacros villas, Ealing

GREEN, MARY, Eastville, nr Bristol. March 3. Hunt & Co, Bristol

GRIMSHAW, SMALLEY, Accrington, Lancs. March 15. Sharples, Accrington

HAMILTON, Rt Hon GEORGE WILLIAM, Earl of ORKNEY, K.C.M.G., formerly Sussex place, Regent's pk. Feb 28. Holt, Argyll place, Regent st

HARRISON, EMILY, Adie rd, The Grove, Hammersmith. March 1. Meare & Fowler, Old Serjeants' inn

HASTINGS, ROSAMOND, Ramsden rd, Balham. March 25. Collisson & Co, Bedford row

JAMES, JANE, Ferryside, St Ishmael, Carmarthenshire. March 1. Browne, Carmarthen

KING, JOHN, Bradford, Wool Merchant. March 11. Wade & Co, Bradford

LAWRENCE, CHARLES, Rocky Lead, Victoria, Miner. March 15. Sladen & Wing, Delahay st, Westminster

LEACOCK, THOMAS MURDOCK, St Helen's, I. W., Esq. March 1. Vincent, Ryde

LEMPRIERE, MARIE, Nottingham, Milliner. March 10. Carter, Nottingham

LORD, WILLIAM SATTERLEY, Kimberley, South Africa, Esq. March 25. Young & Son, Hastings

LYNCH, ELIZABETH, Glascold, Denbigh. March 31. Bateson & Co, Liverpool

MARTIN, STEPHEN, Bishopshalt, Hillingdon, Esq. May 31. Broomhead & Co, Sheffield

OGLE, THOMAS, Barrow, Lincs, Farmer. April 1. Goy & Cross, Barton on Humber and Winterton

OSTLE, WILLIAM, Maryport, Cumberland, Draper. March 12. Arnison & Co, Penrith, and Tyson & Hobson, Maryport

PERKINS, JOHN, Alsager, Chester. Feb 25. Julian, Burslem

PERRY, SOLOMON, Tavistock, Devon. Feb 21. Trehane, Plymouth

RICHARDSON, ANN, St Jose, Santa Clara, California, U.S. March 10. Nelson, Paddington Station

ROOTH, JOHN, Tupton, nr Chesterfield, Gent. May 31. Broomhead & Co, Sheffield

SCHWERIN, GUSTAV, Arlington st, New North rd, Gent. March 14. Davis, Basinghall st

SHAW, RODGER, Whickham, Durham, Farmer. March 1. Ingledew & Co, Newcastle upon Tyne

SMITH, MARY ANN, Barkston mansions, Barkston grdns, Earl's court. May 5. Willoughby, Lincoln's inn fields

STANAWOUGHT, JAMES, Liverpool, Contractor. March 14. Radcliffe & Smith, Liverpool

TOPPING, ROBERT CARDWELL, Eagley, Lancs, Shopkeeper. Feb 19. Mather, Bolton

WALLER, JAMES, Digswell Water, nr Welwyn, Herts, Gent. March 22. Perkins, Guildford, Surrey

WALLIS, EMILY, Marlborough rd, St John's Wood. March 25. Lovell & Co, Gray's inn sq

WARD, DAVID, Sheffield, Edge Tool Manufacturer. May 31. Broomhead & Co, Sheffield

WHITE, BENJAMIN, Westfield, Sussex, Farmer. March 1. Sheppard, Battle, Surrey

WILLIAMS, FREDERIC GEORGE ADOLPHUS, Lincoln's inn, Esq. March 1. Leman & Co, Lincoln's inn

BANKRUPTCY NOTICES.

London Gazette—FRIDAY, Feb. 7.

RECEIVING ORDERS.

ARMSTRONG, JOHN, Mirfield, Yorks, Boot Maker Dewsbury Pet Feb 5 Ord Feb 5

AUGUSTE, JOHN JAMES, Bristol, Hairdresser Bristol Pet Feb 5 Ord Feb 5

BARKER, ROBERT, Great Boughton, Cheshire, Miller Chester Pet Feb 5 Ord Feb 5

BARSBY, THOMAS, Loughborough, Licensed Victualler Leicester Pet Feb 4 Ord Feb 4

BARTON, JONATHAN BOWEN, Wainfleet All Saints, Lincs, Butcher Boston Pet Feb 4 Ord Feb 4

BELL, JAMES POSTLETHWAITE, Barrow in Furness, Grocer Barrow in Furness Pet Feb 5 Ord Feb 5

BROUGHTON, BELINDA, Hemsworth, Yorks, Tailor Wakefield Pet Feb 5 Ord Feb 5

BULL, JOSIAH WILLIAM, St Ives, Hunts, Farmer Peterborough Pet Feb 4 Ord Feb 4

CLARE, ANN, Cheltenham, Hay Dealer Cheltenham Pet Feb 5 Ord Feb 5

COLLIER, JOHN TRAVIS, Upper East Smithfield, General Importer High Court Pet Feb 5 Ord Feb 5

COOK, WILLIAM, Central Meat Market, Meat Salesman High Court Pet Jan 21 Ord Feb 4

EARNSHAW, WILLIAM, Dewsbury, Licensed Victualler Dewsbury Pet Feb 3 Ord Feb 3

EVANS, HARRY ARTHUR, and HERBERT WILLIAM EVANS, Aston Manor, Warwick, Grocers Birmingham Pet Feb 3 Ord Feb 3

FUTER, DAVID WILLIAM, Corby, Lincs, Licensed Victualler Nottingham Pet Feb 3 Ord Feb 3

GAYNER, WALTER, Bath, Grocer Bath Pet Feb 5 Ord Feb 5

GITTINGS, WILLIAM ENOCH, Brockmoor, Kingswinford, Staffs, Coal Merchant Stourbridge Pet Jan 31 Ord Jan 31

GREY, WILLIAM, South Shields, Grocer Newcastle on Tyne Pet Feb 3 Ord Feb 3

HAWKEY, MARIA, Lostwithiel, Cornwall, Draper Truro Pet Feb 4 Ord Feb 4

HOLMES, JOHN, Mansfield, Notts, Saddler Nottingham Pet Feb 3 Ord Feb 3

HOSKER, JOHN, Southport, Plumber Liverpool Pet Feb 3 Ord Feb 3

HUNT, HERBERT LESLIE, St Leonards on Sea, Stationer Hastings Pet Feb 3 Ord Feb 3

JOHNSON, SAMUEL, Leicester, Builder Leicester Pet Feb 3 Ord Feb 3

JONES, ISAAC DAY, Cambridge, Cattle Dealer Cambridge Pet Feb 4 Ord Feb 4

JORDAN, TOM, St George's rd, Wimbledon, Jobbing Builder Kingston, Surrey Pet Feb 5 Ord Feb 5

LENTON, WILLIAM, Shefford, Beds, late Straw Plait Dealer Luton Pet Feb 3 Ord Feb 3

LOCK, FRANCIS WILLIAM, Cardiff, Ironmonger Cardiff Pet Feb 4 Ord Feb 4

LUPTON, JAMES IRVINE, Richmond, Surrey, Veterinary Surgeon Wandsworth Pet Feb 3 Ord Feb 3

MABLEY, ALBERT, Finsbury pavement High Court Pet Jan 13 Ord Feb 5

MEADOWS, WILLIAM ALFRED, Wavendon, Bucks, Builder Northampton Pet Feb 1 Ord Feb 1

METCALF, JAMES, Liverpool, Tobacconist Liverpool Pet Feb 5 Ord Feb 5

NUTHALL, GEORGE, Gray's inn rd, Builder High Court Pet Feb 5 Ord Feb 5

OTTO, WILLY, Cazenove rd, Stamford hill, Clerk High Court Pet Jan 16 Ord Feb 5

OWEN, ROBERT JOHN, Blaenau Festiniog, Merionethshire, Hairdresser Blaenau Festiniog Pet Feb 4 Ord Feb 4

PARRY, WILLIAM JAMES, Forthampton, Glos, Farmer Cheltenham Pet Feb 4 Ord Feb 4

RAWKINS, THOMAS GEORGE, Forest st, Forest Gate, Brickmaker's Assistant High Court Pet Dec 20 Ord Feb 5

REES, DAVID THOMAS, Pontardawe, Glam, Grocer's Assistant Neath Pet Feb 4 Ord Feb 4

ROPER, SAMUEL NEEDHAM, Nottingham, Smallware Dealer Nottingham Pet Feb 4 Ord Feb 4

RUMBALL, JOHN FRANCIS, Bartholomew close High Court Pet Jan 7 Ord Jan 23

SADLER, THOMAS, New Malton, Yorks, Innkeeper Scarborough Pet Feb 5 Ord Feb 5

SEARLE, ISAAC, Worthing, Sussex, General Dealer Brighton Pet Feb 3 Ord Feb 3

SHEPPARD, RICHARD HENRY, Bristol, late Licensed Victualler Bristol Pet Feb 4 Ord Feb 3

SPENCER, ALFRED, Harpurhey, Manchester, Bleacher Manchester Pet Feb 3 Ord Feb 3

THOMAS, ELLEN, Halifax, Widow Halifax Pet Feb 4 Ord Feb 4

THORNHILL, JAMES, Gainsborough, Bootdealer's Assistant Lincoln Pet Feb 1 Ord Feb 1

THURGUB, ROBERT, Wells next the Sea, Norfolk, Baker Norwich Pet Feb 5 Ord Feb 5

TOMLINSON, THOMAS, Blackburn, Farmer Blackburn Pet Feb 4 Ord Feb 4

TURNBULL, JAMES, Cookstead, Northumberland, Farmer Newcastle on Tyne Pet Jan 23 Ord Feb 5

VINCENT, WILLIAM ALBERT, Birmingham, Surgeon-Dentist Birmingham Pet Feb 5 Ord Feb 5

WALLS, WILLIAM HENRY, Leeds, Commission Agent Leeds Pet Feb 3 Ord Feb 3

WALTON, GEORGE, Gt Grimsby, Fishcurer Gt Grimsby Pet Feb 4 Ord Feb 4

WILLIAMS, WILLIAM, Chirk green, Chirk, Denbighshire, Collier Wrexham Pet Feb 4 Ord Feb 4

WOOD, JAMES, Burton on Stather, Lincs, Cowkeeper Gt Grimsby Pet Feb 4 Ord Feb 4

FIRST MEETINGS.

ARMSTRONG, JOHN, Mirfield, Yorks, Bootmaker Feb 17 at 3 Off Rec, Bank chbrs, Batley

ASHETT, JOHN THOMAS, Stroud Green rd, Boot Dealer Feb 21 at 11 33, Carey st, Lincoln's inn

BARSBY, THOMAS, Loughborough, Licensed Victualler Feb 18 at 4 Deane & Hands, Solors, Townhall passage, Loughborough

BISHOP, HENRIETTA, Brunswick sq, Private Hotel Keeper Feb 18 at 2.30 33, Carey st, Lincoln's inn

BOUM, DAVID, Mansell st, Whitechapel, Tailor Feb 18 at 12 33, Carey st, Lincoln's inn

CAMPBELL, JOHN, Leeds, Porkbutcher Feb 17 at 12 Off Rec, 22, Park row, Leeds

COATES, WILLIAM JAMES, South st, Thurloe sq, late Captain in Militia Feb 21 at 12 Bankruptcy bldgs, Lincoln's inn

COLLINGS, JOHN ALFRED, Devonport, Coal Dealer Feb 14 at 11 10, Athenæum terr, Plymouth

CRUNDEN, FREDERICK JAMES, Churchfield rd, Acton, Provision Dealer Feb 14 at 11 16 Room, 30 and 31, St Swithin's lane

EARNSHAW, WILLIAM, Dewsbury, Licensed Victualler Feb 14 at 3 Off Rec, Bank chbrs, Batley

FARLEY, GEORGE, jun, Penge, Carpenter Feb 17 at 12 30 New Pier Hotel, Herne Bay

FINN, GEORGE FELIX, Thanington, Kent, Traction Engine Owner Feb 21 at 2.30 Off Rec, 5, Castle st, Canterbury

FORTE, WILLIAM, Ripon, Yorks, Journeyman Boot Maker Feb 20 at 12.30 Prospect Hotel, Harrogate

GRAHAM, COLIN CAMPBELL, Leeds, Clerk Feb 17 at 11 Off Rec, 22, Park row, Leeds

GREY, WILLIAM, South Shields, Grocer Feb 17 at 11 Off Rec, Pink lane, Newcastle on Tyne

GRIFFIN, BEVERLEY, Queen Victoria st, Civil Engineer Feb 19 at 11 33, Carey st, Lincoln's inn fields

HAAG, SIMON FREDERICK, Hornsey rd, Holloway, Butcher Feb 19 at 2.30 33, Carey st, Lincoln's inn fields

HART, JOHN THOMAS, Stamford Baron, Northampton, Plumber Feb 17 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

HAWKEY, MARIA, Lostwithiel, Cornwall, Draper Feb 14 at 11.30 Off Rec, Boscawen st, Truro

HOBTON, JOSEPH, Brant Broughton, Lincs, Joiner Feb 14 at 12 Off Rec, St Peter's Church walk, Nottingham

JOHNSON, SAMUEL, Leicester, Builder Feb 14 at 3 Off Rec, 31, Friar lane, Leicester

JONES, ISAAC DAY, Cambridge, Cattle Dealer Feb 18 at 12 Off Rec, 5, Petty Cury, Cambridge

MILLER, MARY, Hyde, Cheshire, Milliner Feb 27 at 2 Townhall, Ashton under Lyne

PETTIT, RICHARD, Cable st, St George's in the East, Grocer Feb 18 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

PICKERING, J. F., Bloomsbury st, Commission Agent Feb 19 at 12 33, Carey st, Lincoln's inn fields

PICKERING, WHARLEY, Loftus, Yorks, Auctioneer Feb 19 at 3 Off Rec, 8, Albert rd, Middlesborough

QUINN, THOMAS, Popham st, Islington, Builder Feb 25 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

ROWLINSON, WILLIAM EDWARD, Margate, Tea Merchant Feb 15 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

REDMAN, MARK, Brockley, Kent, Builder Feb 17 at 3 119, Victoria st, Westminster

SPENCER, ALFRED, Harpurhey, Manchester, Bleacher Feb 14 at 11.20 Ogden's chmbrs, Bridge st, Manchester

STEPHENS, WILLIAM HENRY, Moreton in Marsh, Glos, Station Master Feb 15 at 12 1, St Aldate's, Oxford

TANTUM, ARTHUR, Ilkeston, Derbyshire, Lace Hand Feb 14 at 3 Flying Horse Hotel, Nottingham

THOMAS, ELLEN, Halifax, Widow Feb 17 at 3 Off Rec, Halifax

WALKER, THOMAS, New Barnet, Herts, Baker Feb 14 at 12 16 Room, 20 and 31, St Swithin's lane

WILLIAMS, JOHN, Rhyl, Flints, Coachbuilder Feb 18 at 2.30 Off Rec, Crypt chmbrs, Chester

WILSON, RALPH, Lady Riggs, nr Bewerley, Yorks, Farmer Feb 20 at 12.30 Prospect Hotel, Harrogate

WOOLSTENCROFT, JOHN, Warrington, Journeyman Bootbinder Feb 21 at 11.45 Court House, Upper Bank st, Warrington

ADJUDICATIONS.

BARTON, JONATHAN BOWEN, Wainfleet All Saints Lincs, Butcher Boston Pet Feb 4 Ord Feb 4

BELL, JAMES POSTLETHWAITE, Barrow in Furness, Grocer Barrow in Furness Pet Feb 5 Ord Feb 5

BISHOP, HENRIETTA, Brunswick sq, Private Hotel Keeper High Court Pet Jan 22 Ord Feb 5

BULLOCK, WILLIAM, Leighton grove, Kentish Town, Commercial Traveller High Court Pet Dec 20 Ord Feb 5

CLARKE, WILLIAM, Warwick, Cabinet Maker Warwick Pet Jan 6 Ord Feb 5

DOOTSON, SAMUEL, Bolton, Joiner Bolton Pet Jan 16 Ord Feb 3

EVANS, HARRY ARTHUR, and HERBERT WILLIAM EVANS, Aston Manor, Warwickshire, Grocers Birmingham Pet Feb 3 Ord Feb 4

FUTER, DAVID WILLIAM, Corby, Lincs, Licensed Victualler Nottingham Pet Feb 3 Ord Feb 3

GALPIN, HENRY, Beaminster, Dorset, Baker Dorchester Pet Jan 30 Ord Feb 3

GITTINGS, WILLIAM ENOCH, Brockmoor, Kingswinford, Staffs, Coal Merchant Stourbridge Pet Jan 31 Ord Feb 1

GOWING, ARTHUR EDWARD, Ipswich, late Farmer Ipswich Pet Jan 15 Ord Feb 3

GREY, WILLIAM, South Shields, Grocer Newcastle on Tyne Pet Feb 3 Ord Feb 3

HARRIS, GEORGE, Warwick, Butcher Warwick Pet Feb 1 Ord Feb 5

HAWKEY, MARIA, Lostwithiel, Cornwall, Draper Truro Pet Feb 4 Ord Feb 4

HOLMES, JOHN, Mansfield, Notts, Saddler Nottingham Pet Feb 3 Ord Feb 3

HOSKER, JOHN, Southport, Plumber Liverpool Pet Feb 3 Ord Feb 3

HUNTER, HUGH CLARKE, Manchester Manchester Pet Jan 10 Ord Feb 3

INGRAM, RALPH ALBERT, Birmingham, Baker Birmingham Pet Jan 29 Ord Feb 3

JAMES, HENRY OSWALD, Wolverhampton, Mineral Agent Wolverhampton Pet Jan 20 Ord Feb 4

JOHNSON, SAMUEL, Leicester, Builder Leicester Pet Feb 3 Ord Feb 3

JONES, ISAAC DAY, Cambridge, Cattle Dealer Cambridge Pet Feb 4 Ord Feb 4

KINGSWELL, CHARLES, Ventnor, I W, Carpenter Newport and Ryde Pet Jan 29 Ord Jan 30

LECHE, JAMES P, South Seaforth, Lancs, Builder Liverpool Ord Feb 4

MAYO, THOMAS, Coventry, Builder Coventry Pet Jan 14 Ord Feb 4

METCALF, JAMES, Liverpool, Tobacconist Liverpool Pet Feb 5 Ord Feb 5

MILLER, MARY, Hyde, Cheshire, Milliner Ashton under Lyne and Stalybridge Pet Jan 30 Ord Feb 4
NUTHALL, GEORGE, Gray's inn rd, Builder High Court Pet Feb 5 Ord Feb 5
OWEN, ROBERT JOHN, Blaenau Festiniog, Merionethshire, Hairdresser Blaenau Festiniog Pet Feb 4 Ord Feb 4
PARRY, WILLIAM JAMES, Forthampton, Glos, Farmer Cheltenham Pet Feb 3 Ord Feb 4
REDMAN, MARK, Brockley, Kent, Builder Greenwich Pet Dec 19 Ord Feb 4
REES, DAVID THOMAS, Pontardawe, Glam, Grocer's Assistant Neath Pet Feb 4 Ord Feb 4
ROPER, SAMUEL NEEDHAM, Nottingham, Smallware Dealer Nottingham Pet Feb 4 Ord Feb 4
ROWLINSON, WILLIAM EDWARD, Margate, Tea Merchant Canterbury Pet Jan 27 Ord Feb 3
SADLER, THOMAS, New Malton, Yorks, Innkeeper Scarborough Pet Feb 5 Ord Feb 5
SCHAFER, HENRY WILLIAM, Fenchurch st High Court Pet Nov 5 Ord Feb 4
SHARLE, ISRAEL, Worthing, Sussex, General Dealer Brighton Pet Feb 3 Ord Feb 3
STEPHENS, WILLIAM HENRY, Moreton in Marsh, Glos, Stationmaster Banbury Pet Jan 23 Ord Feb 5
THOMAS, ELLEN, Halifax, Widow Halifax Pet Feb 4 Ord Feb 4
THORNHILL, JAMES, Gainsborough, Bootdealer's Assistant Lincoln Pet Feb 1 Ord Feb 1
THURGUR, ROBERT, Wells next the Sea, Norfolk, Baker Norwich Pet Feb 5 Ord Feb 5
TODD, WILLIAM GRANGE, late of Bradford, Asbestos Merchant High Court Pet Nov 25 Ord Feb 4
WALLS, WILLIAM HENRY, Leeds, Commission Agent Leeds Pet Feb 3 Ord Feb 3
WALTON, GEORGE, Gt Grimsby, Fish Curer Great Grimsby Pet Feb 4 Ord Feb 4
WILLIAMS, WILLIAM, Chirk green, nr Chirk, Denbigh, Collier Wrexham Pet Feb 4 Ord Feb 4
WOOD, JAMES, Burton on Stather, Lincs, Cowkeeper Gt Grimsby Pet Feb 4 Ord Feb 4
WOOD, JOHN, Honley Wood Bottom, nr Huddersfield, Publican Huddersfield Pet Jan 18 Ord Feb 1

The following amended notice is substituted for that published in the London Gazette of Jan. 28.

JOHNSTONE, W J HOPE, The Hotel Metropole, Charing Cross, Gent High Court Pet Nov 14 Ord Jan 24

London Gazette.—TUESDAY, Feb. 11.

RECEIVING ORDERS.

BECKWITH, ROBERT, Buslingthorpe, Leeds, Currier Leeds Pet Feb 6 Ord Feb 6
BETTRIDGE, JOSEPH, Ramsgate, Provision Dealer Canterbury Pet Feb 6 Ord Feb 6
BLAIR, JAMES, Wallsend, Northumberland, Grocer Newcastle on Tyne Pet Feb 8 Ord Feb 8
BLANTERN, HENRY, Tryddyn, Mold, Flints, Grocer Chester Pet Feb 6 Ord Feb 6
BRETT, ROBERT, Tunbridge Wells, Commercial Traveller Tunbridge Wells Pet Feb 7 Ord Feb 7
CANHAM, DAVID, Stowmarket, Suffolk, late Hotel Keeper Bury St Edmunds Pet Feb 8 Ord Feb 8
CORBY, ROBERT HUTCHINGS, Nether Compton, Dorset, Butcher Yeovil Pet Feb 6 Ord Feb 6
CULLIMORE, CHARLES, Redwick, Henbury, Glos, Accountant Bristol Pet Feb 7 Ord Feb 7
DAVIES, ROBERT JONES, Chester, Manufacturing Confectioner Chester Pet Feb 7 Ord Feb 7
DRAY, ROBERT, Maindee, Newport, Mon, Saddler Newport Pet Feb 7 Ord Feb 7
EYLES, JOHN, Bristol, Coal Merchant Bristol Pet Feb 7 Ord Feb 7
FRAMPTON, CLEMENT ELSWOOD, Bridport, Dorset, Grocer Dorchester Pet Feb 3 Ord Feb 6
GEORGE, WILLIAM EDMUND, Newbridge, Mon, Farmer Newport Pet Feb 8 Ord Feb 8
GRAY, THOMAS MAY, Weelsby, Lincs, Fish Merchant Gt Grimsby Pet Feb 7 Ord Feb 7
GRIFFITHS, GEORGE, Wolsley grdns, Gunnersbury, Builder High Court Pet Jan 22 Ord Feb 7
GROBECKER, H. W. O., Abchurch yd, Cannon st, Financial Agent High Court Pet Dec 23 Ord Jan 31
HAIGH, THOMAS, Manchester, Tea Agent Manchester Pet Feb 6 Ord Feb 6
HANWICK, ROBERT, Plymouth, Hairdresser East Stonehouse Pet Feb 6 Ord Feb 6
HARRIS & OBERMULLER, Gutter lane, Paper Merchants High Court Pet Jan 14 Ord Feb 7
HERBERT, JAMES, Sydenham, Kent, Draper Greenwich Pet Feb 6 Ord Feb 6
HILL, RICHARD, Blacklands, Ashperton, Herefordshire, Grocer Worcester Pet Feb 1 Ord Feb 1
HOUGHTON, HENRY, Sloane terr, Builder High Court Pet Feb 6 Ord Feb 6
HULTON, JOSEPH HENRY, Oldham, Bank Cashier Oldham Pet Feb 6 Ord Feb 6
HURST, RICHARD, Ulverston, Lancs, formerly Beerhouse keeper Ulverston Pet Feb 7 Ord Feb 7
JARDINE, EMILY MARY, Washfield Rectory, nr Tiverton, Devon, Widow Exeter Pet Feb 7 Ord Feb 7
MIDGLEY, JESSOP, Savile Town, nr Dewsbury, Publican Dewsbury Pet Feb 6 Ord Feb 6
PEARS, JONATHAN BOWRON, Sunderland, Ropemaker Sunderland Pet Feb 7 Ord Feb 7
PYNE, FREDERICK WILLIAM, Exeter, Baker Exeter Pet Feb 6 Ord Feb 7
QUAYLE, MARY, Whitehaven, Innkeeper Whitehaven Pet Feb 8 Ord Feb 8
RIPLEY, GEORGE, Wortley, nr Leeds, Aerated Water Manufacturer Leeds Pet Feb 8 Ord Feb 8
RUSSELL, GEORGE, Kirbymoorside, Yorks, Agricultural Engineer Northallerton Pet Feb 7 Ord Feb 7
SMITH, ALBERT, Cardiff, Tailor Cardiff Pet Feb 6 Ord Feb 6
SNOW, JOSEPH, Stratford on Avon, Butcher Warwick Pet Feb 8 Ord Feb 8
STANDRING, ARTHUR, Hornsey park rd, Mercantile Clerk High Court Pet Feb 7 Ord Feb 7
SWANN, WILLIAM, Sancroft st, Kennington cross, Butcher High Court Pet Feb 7 Ord Feb 7
THOMAS, THOMAS, Carmarthen, Weaver Carmarthen Pet Feb 5 Ord Feb 5
TOWNSEND, GEORGE, Whiston, nr Prescot, Lancs, Butcher Liverpool Pet Feb 6 Ord Feb 6
WALL, GEORGE, Matlock Bank, Derby, Wheelwright Derby Pet Feb 7 Ord Feb 7
WARLAND, HENRY, Oxford, Grocer Oxford Pet Feb 7 Ord Feb 7
WHEELER, EDWARD, Deptford, Kent, Picture Frame Maker Greenwich Pet Feb 7 Ord Feb 7
WOODING, JOHN WILLIAM, Helmdon, Northamptonshire, Blacksmith Banbury Pet Feb 7 Ord Feb 7
YORKE, GEORGE, Ansley, Warwickshire, Journeyman Baker Coventry Pet Feb 8 Ord Feb 8

The following amended notice is substituted for that published in the London Gazette of Jan. 14.

MOORE, JOHN THOMAS, Sheffield, Fruit Merchant Sheffield Pet Dec 12 Ord Jan 9

FIRST MEETINGS.

AUGUSTE, JOHN JAMES, Bristol, Hairdresser Feb 26 at 1 Off Rec, Bank chbrs, Bristol
BAKER, ALFRED, Hertford rd, Lower Edmonton, formerly Farmer Feb 19 at 2 Guildhall, Bury St Edmunds
BLAIR, JAMES, Wallsend, Northumberland, Grocer Feb 22 at 11 Off Rec, Pink lane, Newcastle on Tyne
BULL, JOSIAH WILLIAM, St Ives, Hunts, Farmer Feb 20 at 2.30 Unicorn Hotel, St Ives
BURSILL, CHARLES JOHN, Iverson rd, Kilburn, Builder Feb 25 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn
CORKHILL, JANE, and ALICIA EMMA BROWN, Liverpool Feb 21 at 3 Off Rec, 35, Victoria st, Liverpool
CORBY, ROBERT HUTCHINGS, Nether Compton, Dorset, Butcher Feb 20 at 3.15 Off Rec Salisbury
CULLIMORE, CHARLES, Redwick, Henbury, Glos, Accountant Feb 26 at 3 Off Rec, Bank chbrs, Bristol
DRAY, ROBERT, Newport, Mon, Saddler Feb 20 at 12.30 Off Rec, 12, Tredegar pl, Newport
ENGLISH, ROBERT, Walberswick, Suffolk, Fisherman Feb 22 at 12.30 Off Rec, 8, King st, Norwich
EVANS, HARRY ARTHUR, and HERBERT WILLIAM EVANS, Aston Manor, Warwickshire, Grocers Feb 21 at 11 25, Colmore row, Birmingham
EYLES, JOHN, Bristol, Coal Merchant Feb 26 at 3.30 Off Rec, Bank chmbrs, Bristol
FISHER, JOHN, Crewe, Cheshire, Joiner Feb 20 at 12.30 Royal Hotel, Crewe
FRAMPTON, CLEMENT ELSWOOD, Bridport, Dorset, Grocer Feb 20 at 12.30 Off Rec, Salisbury
FUTER, DAVID WILLIAM, Corby, Lincs, Licensed Victualler Feb 19 at 12 Off Rec, St Peter's Church wk, Notts
GAUNTLETT, HENRY DOUGLAS, CUTHBERT AUGUSTIN GAUNTLETT, and HAMILTON WILLIAM ATHERLEY, Bishopsgate st Within, Tea Dealers Feb 20 at 11 33, Carey st, Lincoln's inn
GEORGE, WILLIAM EDMUND, Newbridge, Mon, Farmer Feb 20 at 1 Off Rec, 12, Tredegar place, Newport
GRUBB, HENRY, High st, Brentford, Ironmonger Feb 18 at 11 16, Room, 30 and 31, St Swithin's ln
HOLDING, GEORGE, Nassau st, Mortimer st, Commercial Traveller Feb 20 at 12 33, Carey st, Lincoln's inn
HOLMES, JOHN, Mansfield, Notts, Saddler Feb 18 at 11.30 Off Rec, St Peter's Church walk, Nottingham
HULTON, JOSEPH HENRY, Oldham, Bank Cashier Feb 20 at 3 Off Rec, Priory chbrs, Union st, Oldham
HUNTER, HUGH CLARKE, Manchester, Tailor Feb 19 at 2.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
HUNWICK, ROBERT, Plymouth, Hairdresser Feb 21 at 11 10, Athenæum ter, Plymouth
INGRAM, RALPH ALBERT, Birmingham, Baker Feb 19 at 11 25, Colmore row, Birmingham
JACKSON, ESTHER, Southwick st, Hyde pk, Widow Feb 19 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn
KING, HARRY, Willingale Spain, Essex, Farmer Feb 18 at 2.30 Shirehall, Chelmsford
LITTLE, HENRY MARSH, Mitcheldean, Glos, Innkeeper Feb 20 at 3 George Inn, Mitcheldean
MAYALL, CHARLES ARTHUR, East Parade, Leeds, Solicitor Feb 19 at 11 Off Rec, 22, Park row, Leeds
METCALF, JAMES, Liverpool, Tobacconist Feb 20 at 3 Off Rec, 35, Victoria st, Liverpool
MIDGLEY, JESSOP, Savile Town, Dewsbury, late Publican Feb 18 at 3 Off Rec, Bank chbrs, Batley
NORMAN, FRANCIS HENRY FORSTER, Priory Park rd, Kilburn, Clerk in H M's Civil Service Feb 20 at 11 Bankruptcy bldngs, Portugal st, Lincoln's inn fields
PARRY, WILLIAM JAMES, Forthampton, Glos, Farmer Feb 18 at 5.30 Hop Pole Hotel, Tewkesbury
PYNE, FREDERICK WILLIAM, Exeter, Baker Feb 20 at 11 Off Rec, 13, Bedford circus, Exeter
REES, DAVID THOMAS, Pontardawe, Glam, Grocer's Assistant Feb 25 at 12 Off Rec, 97, Oxford st, Swansea
ROPER, SAMUEL NEEDHAM, Nottingham, Smallware Dealer Feb 18 at 12.30 Off Rec, St Peter's church walk, Nottingham
SHARLE, ISRAEL, Worthing, Sussex, General Dealer Feb 19 at 12 Off Rec, 4, Pavilion bldngs, Brighton
SMITH, W. H., Halse, Somerset, Gent Feb 18 at 11 Off Rec, 5B, Hammett st, Taunton
SOCHOR, MOSES, Wentworth st, Whitechapel, Egg Merchant Feb 20 at 2.30 33, Carey st, Lincoln's inn fields
THURGUR, ROBERT, Wells next the Sea, Norfolk, Baker Feb 24 at 12 Off Rec, 8, King st, Norwich
TOMLINSON, THOMAS, Blackburn, Farmer March 11 at 2 County Court house, Blackburn
WALL, GEORGE, Matlock Bank, Derby, Wheelwright Feb 19 at 2 Off Rec, St James's chmbrs, Derby
WEEKS, CHARLES, Stoke Newington rd, Builder Feb 20 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

ADJUDICATIONS.

ARMSTRONG, JOHN, Mirfield, Yorks, Boot Maker Dewsbury Pet Feb 5 Ord Feb 6
BARSBY, THOMAS, Loughborough, Licensed Victualler Leicester Pet Feb 4 Ord Feb 7
BECKWITH, ROBERT, Buslingthorpe, Leeds, Currier Leeds Pet Feb 6 Ord Feb 6
BLAIR, JAMES, Wallsend, Northumberland, Grocer Newcastle on Tyne Pet Feb 7 Ord Feb 8
BRETT, ROBERT, Tunbridge Wells, Commercial Traveller Tunbridge Wells Pet Jan 29 Ord Feb 7
BULL, JOSIAH WILLIAM, St Ives, Hunts, Farmer Peterborough Pet Feb 6 Ord Feb 6
COCK, WILLIAM, Standon, Herts, Farmer Hertford Pet Jan 15 Ord Jan 20
CANHAM, DAVID, Stowmarket, Suffolk, late Hotel Keeper Bury St Edmunds Pet Feb 6 Ord Feb 8
CORKHILL, JANE, and ALICIA EMMA BROWN, Liverpool, Ladies' Outfitters Liverpool Pet Jan 31 Ord Feb 8
DRAY, ROBERT, Maindee, Newport, Mon, Saddler Newport Pet Feb 7 Ord Feb 7
GEORGE, WILLIAM EDMUND, Newbridge, Mon, Farmer Newport Pet Feb 8 Ord Feb 8
GRAY, THOMAS MAY, Weelsby, Lincs, Fish Merchant Great Grimsby Pet Feb 7 Ord Feb 7
HAIGH, THOMAS, Manchester, Tea Agent Manchester Pet Feb 4 Ord Feb 6
HERBERT, JAMES, Sydenham, Kent, Draper Greenwich Pet Feb 6 Ord Feb 6
HILL, RICHARD, Ashperton, Herefordshire, Grocer Worcester Pet Dec 13 Ord Feb 1
HOLLOWAY, HENRY JOHN, Templecombe, Somersetshire, Innkeeper Yeovil Pet Feb 7 Ord Feb 7
HOUGHTON, HENRY, Sloane terrace, Builder High Court Pet Feb 6 Ord Feb 6
HUNT, HERBERT LESLIE, St Leonards on Sea, Stationer Hastings Pet Feb 3 Ord Feb 6
JORDAN, TOM, Wimbledon, Jobbing Builder Kingston, Surrey Pet Feb 5 Ord Feb 8
KING, HARRY, Willingale, Spain, Essex, Farmer Chelmsford Pet Jan 27 Ord Feb 8
MAYHALL, CHARLES ARTHUR, Leeds, Solicitor Leeds Pet Jan 13 Ord Feb 7
PICKERING, J. F., Bloomsbury st, Commission Agent High Court Pet Dec 16 Ord Feb 8
POTTER, JOHN FREDERICK, Hoddesdon, Herts, Brick Manufacturer Hertford Pet Nov 14 Ord Jan 20
POWELL, JAMES, Ware, Herts, Carpenter Hertford Pet Jan 16 Ord Jan 20
PYNE, FREDERICK WILLIAM, Exeter, Baker Exeter Pet Feb 6 Ord Feb 7
RIPLEY, GEORGE, Wortley, nr Leeds, Aerated Water Manufacturer Leeds Pet Feb 8 Ord Feb 8
RUMBALL, JOHN FRANCIS, Bartholomew close High Court Pet Jan 7 Ord Feb 8
RUSSELL, GEORGE, Kirbymoorside, Yorks, Agricultural Engineer Northallerton Pet Feb 1 Ord Feb 7
SEMPER, J. R., Carlos st, Grosvenor sq High Court Pet Aug 16 Ord Feb 6
SHELTON, EDMUND, Blackstock rd, Finsbury pk, Printer High Court Pet Jan 29 Ord Feb 6
SMITH, ALBERT, Cardiff, Tailor Cardiff Pet Feb 6 Ord Feb 6
SMITH, FREDERIC, Plaistow, Essex, Builder High Court Pet Dec 14 Ord Feb 8
SMITH, W. H., Halse, Somerset, Gent Taunton Pet Feb 8 Ord Feb 8
STEVENS, WALTER JAMES, Taunton, late Baker Taunton Pet Jan 20 Ord Feb 4
THOMAS, THOMAS, Carmarthen, Weaver Carmarthen Pet Feb 5 Ord Feb 5
TOMLINSON, THOMAS, Blackburn, Farmer Blackburn Pet Feb 4 Ord Feb 6
TOWNSEND, GEORGE, Whiston, nr Prescot, Lancs, Butcher Liverpool Pet Feb 6 Ord Feb 7
VINCENT, WILLIAM ALBERT, Birmingham, Surgeon-Dentist Birmingham Pet Feb 5 Ord Feb 6
WALL, GEORGE, Matlock Bank, Derbyshire, Wheelwright Derby Pet Feb 7 Ord Feb 7
WATTS, J HUNTER, Seething lane, Colour Maker High Court Pet July 31 Ord Feb 8
WOODING, JOHN WILLIAM, Helmdon, Northampton Blacksmith Banbury Pet Feb 7 Ord Feb 7

The following amended notice is substituted for that published in the London Gazette of Feb. 4.

MOORE, JOHN THOMAS, Sheffield, Fruit Merchant Sheffield Pet Dec 11 Ord Jan 30

ADJUDICATION ANNULLED.

The following amended notice is substituted for that published in the London Gazette of Nov 26, 1889.

BAILEY, HENRY, jun, Muddiford, Marwood, Devonshire, Gent Barnstaple Adjud Jan 27, 188 Annul Nov 21, 1889

BIRTHS, MARRIAGES, AND DEATHS.

BIRTH.

CARR.—Feb. 10, at 218, Cromwell-road, S.W., the wife of William Carr, Jun., Barrister-at-Law, of a daughter.

MARRIAGES.

CHARLEY — HARBORD. — Feb. 11, at West Kirby, Cheshire. Sir William Thomas Charley, Q.C., D.C.L., Common Serjeant of London, to Clara, daughter of F. G. Harbord, Esq., of Kirby Park, West Kirby, Cheshire.

MACMORRAN—BRISCOE.—Feb. 8, at Glyn Ceiriog, North Wales, James Mackenzie Macmorran, 4, Pump-court, Temple, to Blanche, younger daughter of the late Mr. Richard Briscoe, of Neaum Crag, Ambleside, Westmoreland.

DEATHS.

ATKINSON.—Feb. 4, at Berghmote, Wimborne, Serjeant Tindal Atkinson, late Judge of County Courts, aged eighty-five.

BRYCE.—Feb. 10, at Fuckeridge, Herts, John Stewart Bryce, advocate, of Aberdeen, in his forty-first year.

MARSHALL.—Feb. 4, at Ely, Cambs, William Marshall, solicitor, coroner for the Isle of Ely, aged seventy-five.

TURNER.—Feb. 6, at Exeter, Richard Ottaway Turner, M.A., of Lincoln's-inn and Exeter.

The Subscription to the SOLICITORS' JOURNAL *is —Town, 26s.; Country, 28s.; with the* WEEKLY REPORTER, 52s. *Payment in advance include Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.*

CONTENTS.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

SALES OF ENSUING WEEK.

Feb. 17.—Messrs. ROGERS, CHAPMAN, & THOMAS, at the Mart, E.C., at 2 o'clock, Leasehold Investment (see advertisement, Feb. 8, p. 6).

Feb. 18.—Messrs. ELSWORTH & KNIGHTON, at the Mart, E.C., at 1 o'clock, Leasehold Residential Property (see advertisement, this week, p 6).